INFORMAL AGENDA

April 1, 2013

5:15 p.m.

1. Discussion of a safety training facility at the old airport terminal
2. Appointments/Reappointments to Boards/Commissions
3. Any other business

BOARDS/COMMISSIONS
WORKSHEET FOR APPOINTMENTS/REAPPOINTMENTS- APRIL 1, 2013

REAPPOINTMENTS:		**Renews**
Airport Board	Ryan Jackson	3/13
Cap Imp & Pub Safety Sales Tax Oversight	Charles Genisio	3/13

APPOINTMENTS:		**Expires**	
Bd. of Adjustments	Wayne Johnson (did not renew)	9/11	
Bd. of Adjustments	Crystal Harrington	6/12	
Bd. of Adjustments	Jan Tupper	6/10	
Bldg. Bd. of Appeals	James Herron (removed due to lack of attendance)	6/13	
City Tree Board	Jason Grossman	3/13	
JSA	Matt Lee (resigned)	2/13	

APPLICANTS

BOARD OF ADJUSTMENTS: (No special requirements)

Chad Carroz (1st) *	3120 N. Miller, 64801	Dir. of Oper. & Prog.	Zimmer Radio, Inc.
David Layne (2nd)	1920 Laura Ln	Treasury & Risk Mgr	Empire

BUILDING BOARD OF APPEALS: (Registered Voter of City)

David Layne (3rd)	1920 Laura Ln	Treasury & Risk Mgr	Empire
Bruce Rhodes (1st)	323 S. Turk Ave.	Civil Engineer	Retired

CITY TREE BOARD: Joplin resident but if no other qualified applicant then a non resident of the city may apply.

Gina Miller (1st)**	3130 Cedar Ridge	Self Employed

JSA

Pamela Hankins	601 S. Main, Apt. 708	Retired	Social Worker,	DFS
Dustin Parker (3rd)	2108 E. 8th	Athletic Trainer		Mercy
Cathy Welch (4th)	4423 Annie Ridge, 64804	Retired HR Professional		

* Currently serving on CVB

** Currently serving on ADA Board

COUNCIL A G E N D A

April 1, 2013

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations
1. Matt Moran with the Community Housing Resource board would like to present information to Council regarding Fair Housing Month. A Proclamation designating April as Fair Housing Month will be presented to Mr. Moran.

2. A Proclamation recognizing National Public Safety Telecommunicator's Week to be received by Sunny Goodwin, Emergency Communications Manager.

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions
1.Dustin Eldridge, 10131 Cimarron Rd, Carthage, Mo, requesting his company owns the Joplin Regional Stockyards Inc. property at the Newman Rd and Rangeline intersection behind Meeks Lumber and is needing to clear this parcel to prepare for the development. In the Municode (sec. 58-1, #2 g) on Bonfires and outdoor and rubbish fires it states that a permit shall not issue unless proper clearance is present. We have had Tri-State engineering look over this land and show we can get a 726ft diameter but fall short of the 300 yd minimum. I am asking for an exemption of this requirement.

7. Public Hearings

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.

Public Hearing Procedures

1.RESOLUTION NO. 2013-009-A RESOLUTION granting a Special Use Permit (First Renewal) to South Joplin Christian Church for the operation of a residential group facility for volunteers located at 1901 South Pearl Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by South Joplin Christian Church. Planning and Zoning recommended approval for a 2-yr special use permit.)

2.RESOLUTION NO. 2013-010 - A RESOLUTION granting a Special Use Permit (First Request) to Four State Homes for the development of a parking lot located at 3027 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by Four State Homes. Planning and Zoning recommended approval for a permanent special use permit.)

3.COUNCIL BILL NO. 2013-260 - AN ORDINANCE providing for the vacation of a 20-foot by 420-foot public alley and utility easement at the Eastmorland Elementary School site located at 1131 Highview Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Kyle Denham. Planning and Zoning recommended approval).

4.COUNCIL BILL NO. 2013-261 - AN ORDINANCE providing for the vacation of a 20-foot by 130-foot public alley located at the Taco Bell site at 2601 South Main Street in the City of Joplin, Jasper County, Missouri. (Requested by J. Larry Fugate. Planning and Zoning recommend approval).

8. Consent Agenda

1.Minutes of the March 18, 2013 meeting

9. Resolutions

1.RESOLUTION NO. 2013-002 - A RESOLTUION recognizing Reba Snavely upon her retirement from active service as Human Resources Director within the City of Joplin Human Resources Department.

2.RESOLUTION NO. 2013-008 - A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Department of Natural Resources (DNR) for tree assistance to help in the recovery resulting from a EF-5 tornado that occurred on May 22nd, 2011; authorize the city manager to execute a grant amendment and MOU with Wildcat Glades Conservation and Audubon Center; authorize the city manager to solicit bids and execute contracts to complete the planting work.

3.RESOLUTION NO. 2013-011 - A RESOLUTION authorizing the City of Joplin to enter into an Sub recipient Agreement by and between the City of Joplin, Missouri, and Joplin Industrial Development Corporation for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri.

4.RESOLUTION NO. 2013-012 - A RESOLUTION authorizing the City of Joplin to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri.

10. Ordinances – Emergency

1.COUNCIL BILL NO. 2013-159-AN ORDINANCE approving the purchase of a permanent drainage and slope easement from property at 26th and Schifferdecker Avenue, consisting of land described as part of Misc. Tract 2, in the Southeast Quarter of Section 17, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Nine Hundred and 00/100 dollars ($900) and containing an emergency clause.

2.COUNCIL BILL NO. 2012-160-AN ORDINANCE approving the purchase of right of way from property at 1832 Maiden Lane, consisting of part of Misc. Lot Numbered Seventeen (17) in the Southeast Quarter of Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twelve Thousand and 00/100 dollars ($12,000.00) and containing an emergency clause.

3. COUNCIL BILL NO. 2012-161 - AN ORDINANCE approving the purchase of a temporary construction easement from property at 2508 Maiden Lane, consisting of part of Lots Numbered Eighty-four (84), Eighty-five (85) and Eighty-six (86) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Two Hundred One and 00/100 dollars ($2,201.00) and containing an emergency clause.

4. COUNCIL BILL NO. 2012-162 - AN ORDINANCE approving the purchase of a temporary construction easement from property at 2228 Maiden Lane, consisting of part of Lots Numbered Sixty-Nine (69) and Seventy (70)in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Two Hundred Ninety-four and 00/100 dollars ($1,294.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2012-163 - AN ORDINANCE approving the purchase of a temporary construction easement from property at 2312 Maiden Lane, consisting of part of Lots Numbered Seventy-four (74) and Seventy-five (75) and Seventy-Six (76) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Six Hundred and 00/100 dollars ($1,600.00) and containing an emergency clause.

6. COUNCIL BILL NO. 2012-164 - AN ORDINANCE approving the purchase of right of way from property at 1850 Maiden Lane, consisting of part of Misc. Lot 17 of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twelve Thousand and 00/100 dollars ($12,000.00) and containing an emergency clause.

7. COUNCIL BILL NO. 2012-165 - AN ORDINANCE approving the purchase of right of way from property at 1832 Harlem Avenue, consisting of part of Misc. Lot Forty-Six (46), Parcel Sixty (60) of the Southwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Seven Hundred Fifty-Five and 00/100 dollars ($2,755.00) and containing an emergency clause.

8. COUNCIL BILL NO. 2012-166 - AN ORDINANCE approving the purchase of right of way from property at 1912 Harlem Avenue, consisting of part of Lots Numbered Thirteen (13) and Fourteen (14) in Clark's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand Four Hundred and 00/100 dollars ($3,400.00) and containing an emergency clause.

9. COUNCIL BILL NO. 2013-167- AN ORDINANCE approving the purchase of right of way from property at 2218 Harlem Avenue, consisting of part of Lots Numbered Three Hundred Fifty-Five (355) and Three Hundred Fifty-Six (356) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Thousand Five Hundred Fifty and 00/100 dollars ($5,550.00) and containing an emergency clause.

10.COUNCIL BILL NO. 2012-168 - AN ORDINANCE approving the purchase of a temporary construction easement from property at 2330 Maiden Lane, consisting of part of Lots Numbered Seventy-Seven (77) and Seventy-Eight (78) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand and 00/100 dollars ($3,000.00) and containing an emergency clause.

11.COUNCIL BILL NO. 2013- 169- AN ORDINANCE approving the Purchase Order with S & H Farm Supply Inc., in the amount of Thirty Six Thousand Four Hundred and 00/100 Dollars ($36,400.00), in the City of Joplin, Missouri; providing how the cost shall be made and levied and containing an emergency clause.

12. COUNCIL BILL NO. 2013-170 - AN ORDINANCE approving the purchase of a temporary construction easement from property at 2426 Maiden Lane, consisting of part of Lots Numbered Eighty (80) and Eighty-One (81) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Five Hundred and 00/100 dollars ($1,500.00) and containing an emergency clause.

13. COUNCIL BILL NO. 2012-171 - AN ORDINANCE approving the purchase of a temporary construction easement from property at 2408 Maiden Lane, consisting of part of Lot Numbered Seventy-Nine (79) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Seven Hundred and 00/100 dollars ($2,700.00) and containing an emergency clause.

14. COUNCIL BILL NO. 2013-172 - AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Joseph Properties for property at 1618 W. 26th Street, consisting of property lying in the Northeast Quarter of the Southeast Quarter of Section 16, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Thousand One Hundred and 00/100 dollars ($5,100.00) and containing an emergency clause.

15. COUNCIL BILL NO. 2013-173 - AN ORDINANCE approving the purchase of a temporary construction easement from Charles and Alma Kersey for property at 2844 W. 26th Street, consisting of property lying in the NORTHWEST QUARTER OF THE SOUTHWEST

QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Four Hundred Fifty and 00/100 dollars ($450.00) and containing an emergency clause.

16. COUNCIL BILL NO. 2013-174 - AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Frank and Valerie Ikerd for property at 2530 Maiden Lane, consisting of a tract of land as lying in Lot 89 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Eight Thousand Nine Hundred Forty and 00/100 dollars ($8,940.00) and containing an emergency clause.

17. COUNCIL BILL NO. 2013-175 - AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Frank and Valerie Ikerd for property at 1617 W. 26th, consisting of a tract of land as lying in Lots 89, 113 and 114 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Ten Thousand and 00/100 dollars ($10,00.00) and containing an emergency clause.

18.COUNCIL BILL NO. 2013- 176 - AN ORDINANCE approving the contract with Cobble Construction in the amount of Thirty Five Thousand Four Hundred Fifty Five and 54/100 Dollars ($35,455.54) for the Crossroads Public Sewer Extension # 9, in the City of Joplin, Missouri, providing how the cost shall be paid; and containing an emergency clause.

19.COUNCIL BILL NO. 2013- 177 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Tri-State Engineering to provide engineering and professional design services for the TIGER Grant 20th Street Transit Upgrades Project, not to exceed One Hundred Ninety Five Thousand Eight Hundred Fifty Seven and No/100 Dollars ($195,857.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

20.COUNCIL BILL NO. 2013-612 - AN ORDINANCE approval of Agreement by and between the City of Joplin and Alpha Air Center, LLC for lease space within the General Aviation Terminal at the Joplin Regional Airport, and containing an emergency clause.

21.COUNCIL BILL NO. 2013-613 - AN ORDINANCE approval of Agreement by and between the City of Joplin and the Joplin Chapter of the Civil Air Patrol for lease space within the General Aviation Terminal at the Joplin Regional Airport, and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. 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, 2012. 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.

Notice posted at 4:30p.m. on this the 28th day of March, 2013. (RSMo 610.020)

REQUEST TO ADDRESS COUNCIL

Date: ___March 28, 2013__

TO: Mayor and Members of the Council

I would like to address the City Council at the __April 1st, 2013 meeting on the following subject:

My company Joplin Regional Stockyards Inc. owns property at the Newman Rd and Rangeline intersection behind Meeks Lumber and is needing to clear this prarcel to prepare for development. In the Municode (Sec 58-1, #2 g) on Bonfires and outdoor rubbish fires it states that a permit shall not issue unless proper clearance is present. We have had Tri-State Engineering look over this land and show we can get a 726ft diameter but fall short of the 300yrd minimum. I am asking for a exemption of this requirement.

Thank you.

Name: Dustin Eldridge

Dustin Eldridge

Address: 10131 Cimarron Rd, Carthage, MO

Daytime Phone: _(417) 548-2333___

Phone No.: (417) 461-2132_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: RESOLUTION NO. 2013-009
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 3/22/2013
City Attorney: Brian Head BH Date: 3/26/13
City Manager: R. Mark Rohr RMR Date: 3-26-13
Board or Commission: Planning and Zoning Commission MOW Date: 3/11/2013

Recommended Action: Planning and Zoning Commission recommended approval for a two-year Special Use Permit by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 010-13: 1901 South. Pearl Avenue – A request for the renewal (first renewal) of a Special Use Permit for the operation of a residential group facility for volunteers – South Joplin Christian Church.

STAFF SUMMARY:
The applicant is requesting a special use permit for the continued operation of a group residential facility for volunteers at 1901 S. Pearl Avenue (South Joplin Christian Church). The Special Use Permit was granted in February, 2012 and must be renewed to continue operation.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to South Joplin Christian Church for the operation of a group residential facility.
2. The term of this permit is to be two (2) years, renewable in April 2015.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jim Michel appeared representing South Joplin Christian Church to request the renewal of their Special Use Permit for the volunteer center. Since last year, they have housed 733 volunteers at their facility, amassing over 25,000 volunteer hours. The facility is pretty well booked through the rest of the year, so people still see the need and are still coming to help out.

Mr. Harrington thought this operation is fantastic and asked for questions from the commissioners.

Mr. Duncan asked if the facility itself is in the church, and Mr. Michel replied that the facility is located in a Quonset hut that was formerly a youth center.

Mr. Duncan asked if that address is 1901 Pearl also. Mr. Michel replied that it doesn't have an official address, and that 1901 Pearl is the address the church has always used.

PUBLIC COMMENT:
None.

Z&P Meeting: March 11, 2013
City Council Meeting: April 1, 2013

STAFF PLANNING REPORT
Special Use Permit

CASE 010-13:

A request for the renewal of a Special Use Permit for the continued operation of a residential group facility for volunteers.

APPLICANT: South Joplin Christian Church

LOCATION: 1901 S. Pearl Avenue

REQUESTED USE: Residential group facility for volunteers

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Church	130' x 150' / 19,500 ft² / .45 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	C-O	R-1
Land Use	Church	Church parking lot	Commercial	Single-Family

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Pearl Avenue	Local	60'

DISCUSSION:

The applicant is requesting a special use permit for the continued operation of a group residential facility for volunteers at 1901 S. Joplin Avenue (South Joplin Christian Church). The Special Use Permit was granted in February 2012 and must be renewed to continue operation.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to South Joplin Christian Church for the operation of a group residential facility.
2. The term of this permit is to be two (2) year renewable in April 2015.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 010-13.

ENCLOSURES:

None

RECEIVED 1-24-13

CITY OF JOPLIN, MISSOURI

SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case No.: 01-13
Filing Fee: $350.00
Date Advertised: 2-24-13
Date Notices Sent: 2-25-13
Public Hearing Date: 3-11-13

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

APPLICANT: South Joplin Christian Church PHONE: 417-624-2522

ADDRESS: 1901 S. Pearl ZIP: 64801

OWNER: Jim Michel PHONE: 417-529-2029

ADDRESS: ZIP:

LOCATION OF PROPERTY: 1901 S. Pearl

LEGAL DESCRIPTION:

PRESENT ZONING CLASSIFICATION: R-1 ACREAGE:

PRESENT USE OF PROPERTY: Church & Mission Station

PROPOSED LAND USE ACTIVITY:

Mission Station for Volunteers

ADJACENT ZONING AND LAND USE:

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

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.		X

	Yes	No
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	X	
3. Is found to be generally compatible with the neighborhood in which it is proposed.	X	
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	X	
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	X	
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	X	

Should this special use be valid only for a specific time period? Yes X No ____

If Yes, what length of time? 5 years

SIGNATURE: _____ DATE: 1/24/13

BY: _____ TITLE: _____

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Ten copies of a site plan (drawn to a scale of 100 feet or less; the inch) that meets all ordinance requirements for the property on which the use is to be located, showing:
   a) structures
   b) boundary lines with dimensions and bearings,
   c) streets,
   d) easements,
   e) parking lot layout,
   f) internal traffic flow,
   g) points of ingress/egress,
   h) landscaping,
   i) setbacks, and
   j) detention, if required.

[Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.]



Case 010-13: A request for the renewal of a Special Use Permit for 1901 South Pearl Avenue for the operation of a residential group facility for volunteers. - South Joplin Christian Church



Case 010-13: 1901 South Pearl Avenue – A request for the renewal (first renewal) of a Special Use Permit for the operation of a residential group facility for volunteers – South Joplin Christian Church.

Mr. Harrington opened the public hearing for Case 010-13.

Mr. Jim Michel, 115 Kelly Lane, Carl Junction, Missouri, appeared representing South Joplin Christian Church to request the renewal of their Special Use Permit for the volunteer center. Since last year, they have housed 733 volunteers at their facility, amassing over 25,000 volunteer hours. The facility is pretty well booked through the rest of the year, so people still see the need and are still coming to help out.

Mr. Harrington thought this operation is fantastic and asked for questions from the commissioners.

Mr. Duncan asked if the facility itself is in the church, and Mr. Michel replied that the facility is located in a Quonset hut that was formerly a youth center.

Mr. Duncan asked if that address is 1901 Pearl also. Mr. Michel replied that it doesn't have an official address, and that 1901 Pearl is the address the church has always used.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 010-13.

MR. LANDRITH MOVED, SECONDED BY MR. BROWN, THAT CASE 010-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A TWO-YEAR SPECIAL USE PERMIT TO BE ISSUED TO SOUTH JOPLIN CHRISTIAN CHURCH, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 010-13
South Joplin Christian Church
(P & Z Recommended Approval
for a Two-Year Special Use Permit)

RESOLUTION NO. 2013-009

A RESOLUTION granting a Special Use Permit (First Renewal) to South Joplin Christian Church for the operation of a residential group facility for volunteers located at 1901 South Pearl Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on March 11, 2013, recommended that a Special Use Permit be granted to South Joplin Christian Church for the operation of a residential group facility for volunteers located at 1901 South Pearl Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on April 1, 2013, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to South Joplin Christian Church for the operation of a residential group facility for volunteers located in the City of Joplin, Missouri, on the following described real estate, to-wit:

Lots 157 through 159 in Mitchell's 1st Addition to the City of Joplin.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to South Joplin Christian Church for the operation of a group residential facility.

2. The term of this permit is to be two (2) years, renewable in April, 2015.

3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

4. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to South Joplin Christian Church, in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: RESOLUTION NO. 2013-010
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 3/22/2013
City Attorney: Brian Head BH Date: 3/26/13
City Manager: R. Mark Rohr RMR Date: 3-26-13
Board or Commission: Planning and Zoning Commission MDW Date: 3/11/2013

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

SUMMARY/REQUEST:
Case 011-13: 3027 South Joplin Avenue – A request for a permanent Special Use Permit (first request) for the development of a parking lot – Four State Homes.

STAFF SUMMARY:
The applicant is requesting a special use permit for the development of a parking lot at 3027 South Joplin Avenue. The applicant has provided the necessary screening from adjacent residential properties, including a 6-foot vinyl fence and landscaping. This parking lot will serve as employee parking for the commercial building at 3022 South Main, across the alley.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Four State Homes for the development of a parking lot at 3027 South Joplin Avenue.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn, Four State Homes, appeared representing Dr. Michael Joseph. They are currently rebuilding a structure on the old Southtown Bait pad. When they purchased that property, they also acquired the property at 3027 South Joplin for additional parking space. The parking lot is designed in accordance with the Comprehensive Plan and has been approved by the City staff.

Mr. Eastman asked Mr. Kuehn if the neighbor to the north is aware of his plans, and he replied that that house is actually going up for auction this week. He is also negotiating on the two houses to the north as well.

PUBLIC COMMENT:
None.

Z&P Meeting: March 11, 2013
City Council Meeting: April 1, 2013

STAFF PLANNING REPORT
Special Use Permit

CASE 011-13:

A request for a permanent Special Use Permit (1st Request) for the development of a parking lot at 3027 S. Joplin Avenue.

APPLICANT: Four State Homes

LOCATION: 3027 S. Joplin Avenue

REQUESTED USE: Parking lot

CORRIDOR: South Main Street

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant	50' x 120' / 6,000 ft² / .14 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	C-1	R-1	R-1
Land Use	Single-Family	Commercial (under construction)	Detention area	Single-Family

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Joplin Avenue	Minor Arterial	60'

The parking will also have access from the alley to the east.

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

No.

DISCUSSION:

The applicant is requesting a special use permit for the development of a parking lot at 3027 S. Joplin Avenue. The applicant has provided the necessary screening from adjacent residential properties, including a 6' vinyl fence and landscaping. This parking lot will serve as employee parking for the commercial building at 3022 S. Main, across the alley.

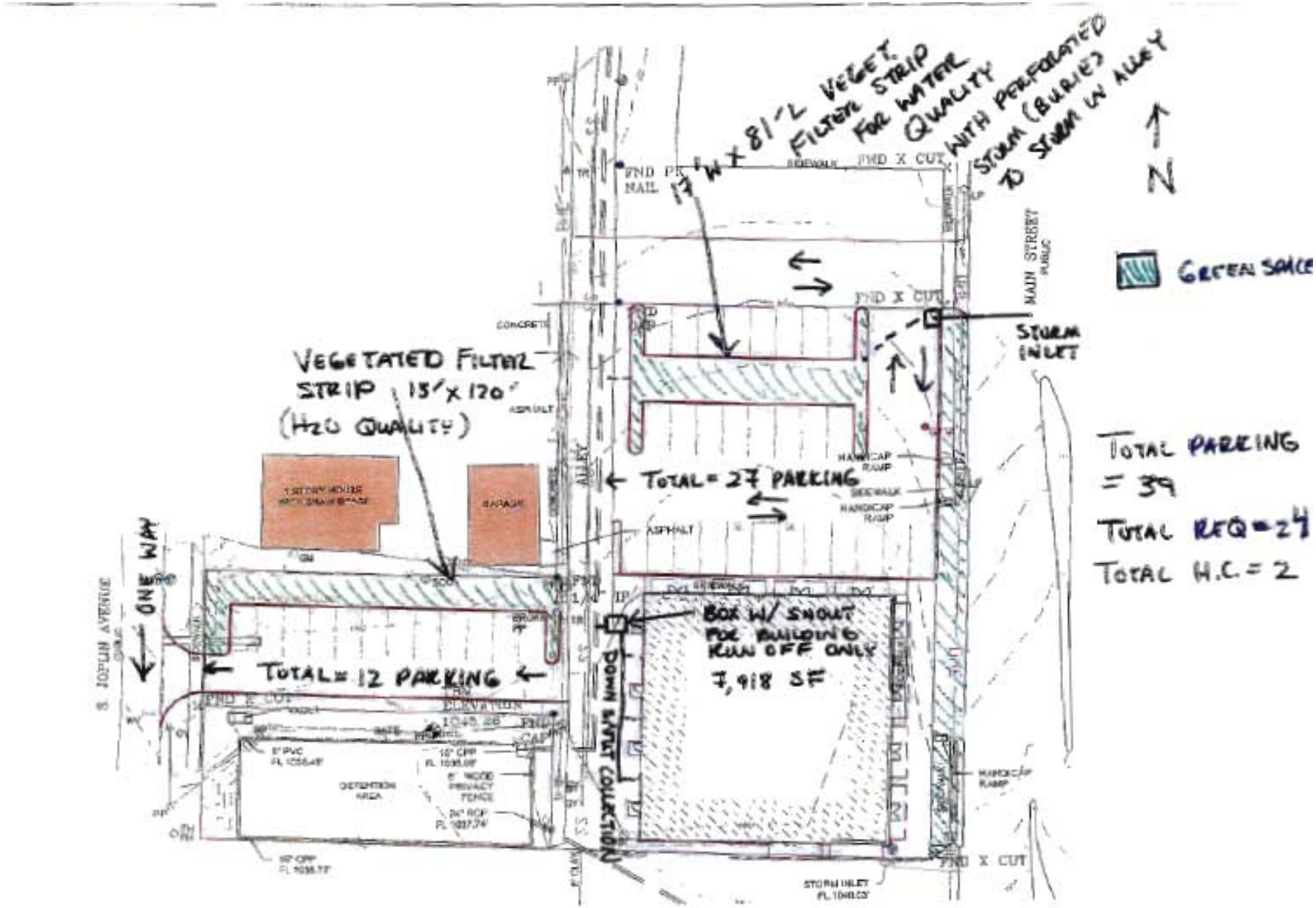
CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Four State Homes for the development of a parking lot at 3027 S. Joplin Avenue.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 011-13.

ENCLOSURES:

Site Plan


13' W x 81-2 VEGET. FILTER STRIP FOR WATER QUALITY WITH PERFOLATED STORM (BURIED) TO STORM IN ALLEY
N
GREEN SPACE
VEGETATED FILTER STRIP 15' X 120' (H2O QUALITY)
STORM INLET
TOTAL PARKING = 39
TOTAL REQ = 24
TOTAL H.C. = 2
TOTAL = 27 PARKING
TOTAL = 12 PARKING
ONE WAY
S. JOPLIN AVENUE
MAIN STREET
ALLEY
BOX W/ SNOUT FOR BUILDING RUN OFF ONLY
7,918 SF
DOWN SPOUT COLLECTION
DETENTION AREA
GARAGE
1 STORY HOUSE
FND X CUT
FND PK NAIL
CONCRETE
ASPHALT
HANDICAP RAMP
SIDEWALK
STORM INLET FL 1048.03'

SPECIAL USE PERMIT APPLICATION

RECEIVED 1-29-13

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.: 011-13
Filing Fee: $ 350.00
Date Advertised: 2-24-13
Date Notices Sent 2-25-13
Public Hearing Date: 3-11-13

APPLICANT: Four State Homes PHONE: 417-625-1609

ADDRESS: 620 McConnell Joplin, MO ZIP: 64801

OWNER: Dr. Michael Joseph PHONE: 417-850-5220

ADDRESS: 1027 S Main Street, 2nd Floor Gryphon Bldg ZIP: 64801

LOCATION OF PROPERTY: 3027 Joplin Avenue, Joplin, MO

LEGAL DESCRIPTION: All of Lot 133 in Lukes Southern Subdivision

PRESENT ZONING CLASSIFICATION: R1 ACREAGE: 0.14

PRESENT USE OF PROPERTY: Vacant; previously was a single family residence

PROPOSED LAND USE ACTIVITY: employee parking (12 spaces)

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Single Family Residence	R1
South	Commercial Strip Center	C3
East	Vacant	C1
West	Single Family Residence	C1

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	☒	☐
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	☒	☐
3. Is found to be generally compatible with the neighborhood in which it is proposed.	☒	☐
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	☒	☐
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	☒	☐
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	☒	☐

Should this special use be valid only for a specific time period? Yes ☐ No ☒

If Yes, what length of time? _____

SIGNATURE: Charlie J Kuehn III DATE: 1-25-13

BY: Charlie Kuehn, Four State Homes TITLE: Owner

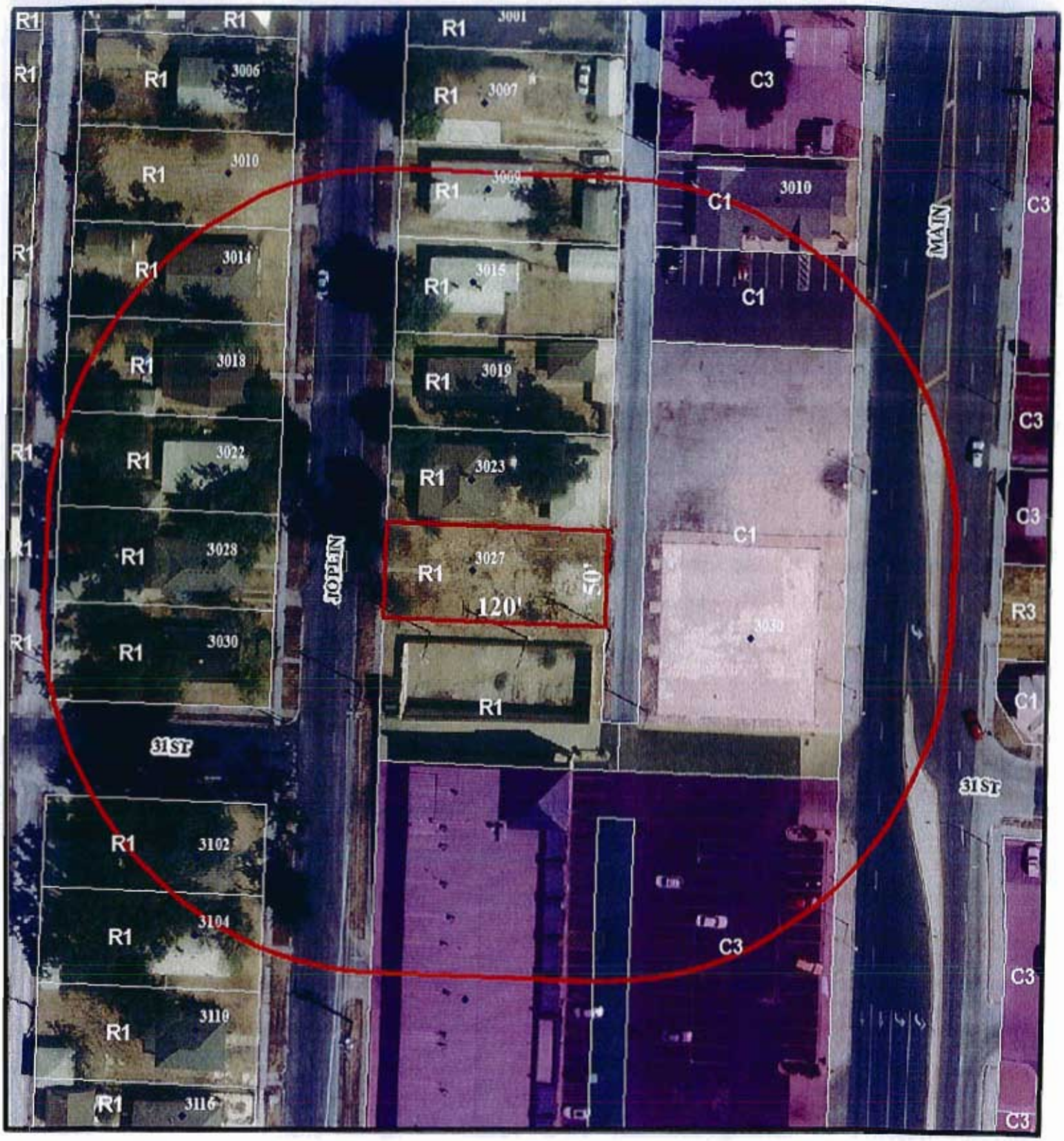
Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. 8:00 a.m. to 9:00 p.m.
2. Days of Operation. 7 Days/Week
3. Number of Off-street Parking Spaces. 12 Spaces
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) Signs as required for public use.
5. Number of Assistants or employees. Approx. four tenant spaces with 5-10 employees
6. Nature of the Business. Commercial Mini Strip Center - Multi commercial use
7. Location of the Business. 3030 S Main Street

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.



Case 011-13: A request for a permanent Special Use Permit at 3027 S. Joplin Avenue for a parking lot. - Four State Homes

Case 011-13: 3027 South Joplin Avenue – A request for a permanent Special Use Permit (first request) for the development of a parking lot – Four State Homes.

Mr. Harrington opened the public hearing for Case 011-13.

Mr. Charles Kuehn, Four State Homes, 620 McConnell Avenue, Joplin, appeared representing Dr. Michael Joseph. They are currently rebuilding a structure on the old Southtown Bait pad. When they purchased that property, they also acquired the property at 3027 South Joplin for additional parking space. The parking lot is designed in accordance with the Comprehensive Plan and has been approved by the City staff.

Mr. Eastman asked Mr. Kuehn if the neighbor to the north is aware of his plans, and he replied that that house is actually going up for auction this week. He is also negotiating on the two houses to the north as well.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 011-13.

MR. DUNCAN MOVED, SECONDED BY MR. EASTMAN, THAT CASE 011-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO FOUR STATE HOMES, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 011-13
Four State Homes
(P & Z Recommended Approval
for a Permanent Special Use Permit)

RESOLUTION NO. 2013-010

A RESOLUTION granting a Special Use Permit (First Request) to Four State Homes for the development of a parking lot located at 3027 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on March 11, 2013, recommended that a Special Use Permit be granted to Four State Homes for the development of a parking lot located at 3027 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on April 1, 2013, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Four State Homes for the development of a parking lot located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lot 133 in Luke's Southern Subdivision to the City of Joplin.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Four State Homes for the development of a parking lot at 3027 South Joplin Avenue.

2. The term of this permit is to be permanent.

3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

4. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Four State Homes, in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: COUNCIL BILL NO. 2013-260
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 3/22/2013
City Attorney: Brian Head BH Date: 3/26/13
City Manager: R. Mark Rohr RMR Date: 3-26-13
Board or Commission: Planning and Zoning Commission MDW Date: 3/11/2013

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

SUMMARY/REQUEST:
Case 012-13: 1131 Highview Avenue – A request for the vacation of a 20' x 420' public alley and utility easement at the Eastmorland Elementary site – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
The applicant is requesting to vacate the existing alley and utility easement. There is no through alley at this location, but is shown in the original plat from 1907. There is no record of this section of the alley being vacated. The eastern 160 feet between the east property line and Range Line Road was vacated in 1987.

Staff recommends approval of Case 012-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham appeared representing Joplin Schools. An easement and an alleyway were never developed just north of the Eastmorland School. This easement and alley run east-west from Highview to the east property line of the school. He needs to construct an addition over this easement, with this area being the best location for this particular addition because of the way the site is situated and the way the playgrounds are being utilized.

Mr. Denham has letters of concurrence from all the utilities except for AT&T. He has spoken with AT&T, but they didn't foresee a problem at this point. None of the other utilities have ever used the easement. The easement was already vacated east of Joplin Schools' property across the strip center on Range Line Road.

PUBLIC COMMENT: None.

Z&P Meeting: March 11, 2013
City Council Meeting: April 1, 2013

STAFF PLANNING REPORT
Vacation

CASE 012-13:

A request for the vacation of a public alley and utility easement.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

LOCATION: 1131 Highview Avenue (Eastmorland Elementary School)

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley, Utility	20' x 420'

REASON FOR VACATION:

Eastmorland Elementary will be adding a new gymnasium that will double as a safe room. The building footprint will expand into the alley and utility easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The applicant is requesting to vacate the existing alley and utility easement. There is no through alley at this location, but is shown in the original plat from 1907. There is no record of this section of the alley being vacated. The eastern 160' between the east property line and Range Line Road was vacated in 1987.

Staff recommends approval of Case 012-13.

ENCLOSURES: None

RECEIVED
1-30-13

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.: 012-13
Filing Fee: $ 350.00
Date Advertised: 2-24-13
Date Notices Sent: 2-25-13
Public Hearing Date: 3-11-13

I. Applicant Name: KYLE DENHAM FOR JOPLIN SCHOOLS Phone: 624.4004

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

Address: 303 S. MAIN JOPLIN MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☐

Utility vacation ☒

Other (Please specify) _____

III. Legal Description of area requested to be vacated: EASTMORLAND ELEMENTARY SCHOOL

1131 HIGHVIEW. SEE ATTACHED SITE PLAN

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. THE SCHOOL OWNS THE PROPERTY ON ALL SIDES OF THIS EASEMENT

2. The vacation will not cause the public to suffer a loss or inconvenience. THIS UTILITY EASEMENT HAS NOT BEEN USED IN THE PAST AND THERE ARE NOT PLANS TO USE IT IN THE FUTURE

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

V. Required Attachments:

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

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

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

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

Kyle Denham



0 100 200 400 600 800 Feet

Case 012-13: A request to vacate a 20' by 420' public alley and utility easement at 1131 Highview Avenue. - Kyle Denham on behalf of Joplin Schools

N

Case 012-13: 1131 Highview Avenue – A request for the vacation of a 20' x 420' public alley and utility easement at the Eastmorland Elementary site – Kyle Denham, on behalf of Joplin Schools.

Mr. Harrington opened the public hearing for Case 012-13.

Mr. Kyle Denham, 303 South Main Street, Joplin, appeared representing Joplin Schools. An easement and an alleyway were never developed just north of the Eastmorland School. This easement and alley run east-west from Highview to the east property line of the school. He needs to construct an addition over this easement, with this area being the best location for this particular addition because of the way the site is situated and the way the playgrounds are being utilized.

Mr. Denham has letters of concurrence from all the utilities except for AT&T. He has spoken with AT&T, but they didn't foresee a problem at this point. None of the other utilities have ever used the easement. The easement was already vacated east of Joplin Schools' property across the strip center on Range Line Road.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 012-13.

MR. BROWN MOVED, SECONDED BY MR. LANDRITH, THAT CASE 012-13 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. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 012-13
Kyle Denham, on behalf of Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-260 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot by 420-foot public alley and utility easement at the Eastmorland Elementary School site located at 1131 Highview Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot by 420-foot public alley and utility easement at the Eastmorland Elementary School site located at 1131 Highview Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> A tract of Land located in Campbell's First Addition to the City of Joplin, Jasper County, Missouri, being described more fully as follows: All that part of the easement running from the East Right-of-Way of Highview Avenue, a distance of 420 feet East to the East line of Lot 36, and the West line of Lot 35. North line of easement bounded by the South line of Lots 36 through 42, and bounded by Lot A along the South line of said easement. All being located in said Campbell's First Addition to the City of Joplin.

Section 2. That this vacation of the portion of the alley 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 that portion of the alley or easement hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley 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 _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: COUNCIL BILL NO. 2013-261
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DWH Date: 3/22/2013
City Attorney: Brian Head BH Date: 3/26/13
City Manager: R. Mark Rohr RMR Date: 3-26-13
Board or Commission: Planning and Zoning Commission MDW Date: 3/11/2013

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

SUMMARY/REQUEST:
Case 013-13: 2601 South Main Street – A request for the vacation of a 20' x 130' public alley at the Taco Bell site – J. Larry Fugate, as trustee.

STAFF SUMMARY:
The existing alley is currently being used as the drive-thru lane for Taco Bell. The alley has been blocked off with cones for traffic safety reasons.

Staff recommends approval of Case 013-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Donna Reed stated that she is the district manager for the Taco Bell. She is requesting an alley vacation at 2601 Main Street for the Taco Bell.

Mr. Smith asked Ms. Reed if she has received any comments from any of the surrounding neighbors, and she replied not at all.

Mr. Eastman asked if the remainder of that alley will eventually be vacated, and Mr. Bolander replied yes. He discussed the original plans to vacate the whole alley, with the City staff working with a restaurant that was planning to locate to the south of Taco Bell at the time. That deal fell through, so Taco Bell is now requesting the vacation of their portion of the alley.

PUBLIC COMMENT:
Mr. Charles Kuehn, Four State Homes, did not wish to speak in favor of or in opposition to the request. He owns the property to the south and asked about cross-access to the back of Taco Bell's parking lot. Mr. Bolander replied that access will be provided.

Z&P Meeting: March 11, 2013
City Council Meeting: April 1, 2013

STAFF PLANNING REPORT
Vacation

CASE 013-13:

A request for the vacation of a public alley.

APPLICANT: J. Larry Fugate, as trustee

LOCATION: 2601 S. Main Street (Taco Bell)

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley	20' x 130'

REASON FOR VACATION:

Taco Bell was constructed last fall and opened in October. A new commercial development to the south was intended to be constructed shortly thereafter, but has yet to be developed. Originally, the two properties were going to pursue alley vacation as a joint application. Staff recommended that the applicant move forward with alley vacation on their property, as it is unclear when the adjacent property owner will be ready for vacation.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The existing alley is currently being used as the drive-thru lane for Taco Bell. The alley has been blocked off with cones for traffic safety reasons.

Staff recommends approval of Case 013-13.

ENCLOSURES: Site Plan

RECEIVED
2-11-13

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.: 013-13
Filing Fee: $ 350.00
Date Advertised: 2-24 3
Date Notices Sent 2-25-13
Public Hearing Date: 3-11-13

I. Applicant Name: J. Larry Fugate, AS TRUSTEE Phone: 316-722-5670

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

Address: 208 S. Maize Road, Wichita, KS Zip: 67209

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☐

Other (Please specify)_____

III. Legal Description of area requested to be vacated: A portion of the alley (20' x 130') positioned directly behind the new Taco Bell building (see attached drawing).

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. The vacation applies to an alley that measures 20' x 130', the property owner on both sides of the alley is the same person, J. Larry Fugate.

2. The vacation will not cause the public to suffer a loss or inconvenience. No, as there is a new curb cut just 25' east of the current curb cut that accesses the alley.

3. In justice to the applicant(s) the vacation should be granted. Those who have used the 20' x 130' alley in the past will have access to 26th Ave. or 27th Ave. by using the three new curb cuts that access from the Taco Bell property (north curb cut onto 26th, east curb cut on to Virginia, or the new curb cut along S. Main Street)

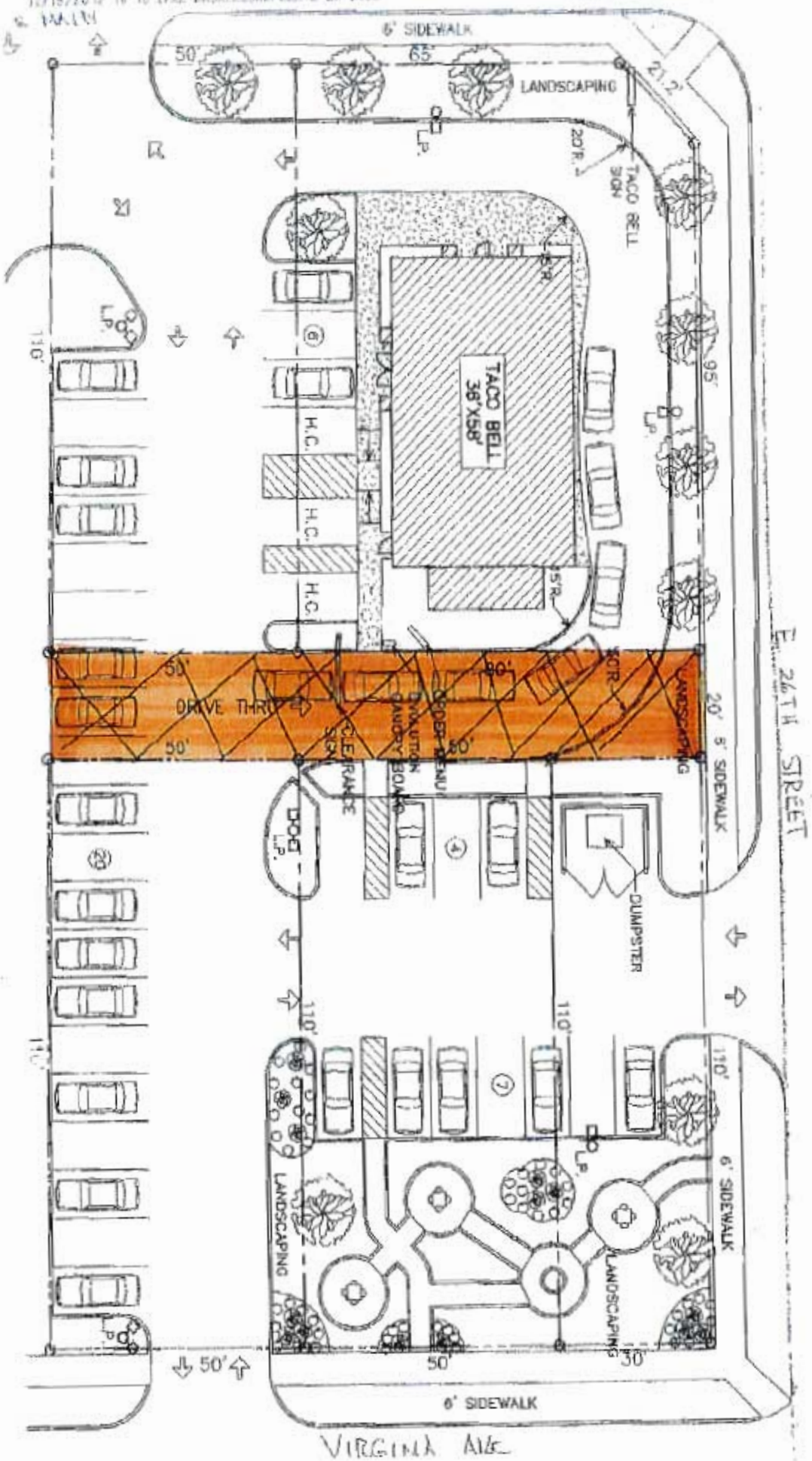
V. Required Attachments:

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

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

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

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


6' SIDEWALK
50'
65'
LANDSCAPING
21.2'
20'R.
TACO BELL SIGN
5'R.
TACO BELL 38'X58'
110'
95'
H.C.
H.C.
H.C.
5'R.
50'
DRIVE THRU
50'
80'
50'
5'R.
LANDSCAPING
20' 5' SIDEWALK
CLEARANCE BAR
EVOLUTION MENU BOARD
DOOR
DUMPSTER
110'
110'
110'
110'
LANDSCAPING
LANDSCAPING
6' SIDEWALK
50'
50'
30'
6' SIDEWALK
E. 26TH STREET
VIRGINIA AVE



Case 013-13: A request to vacate a 20' by 130' public alley at 2601 South Main Street. - J. Larry Fugate, as trustee

N

Case 013-13: 2601 South Main Street – A request for the vacation of a 20' x 130' public alley at the Taco Bell site – J. Larry Fugate, as trustee.

Mr. Harrington opened the public hearing for Case 013-13.

Ms. Donna Reed, 1902 Osage Orange, Joplin, appeared and stated that she is the district manager for the Taco Bell. She is requesting an alley vacation at 2601 Main Street for the Taco Bell.

Mr. Smith asked Ms. Reed if she has received any comments from any of the surrounding neighbors, and she replied not at all.

Mr. Eastman asked if the remainder of that alley will eventually be vacated, and Mr. Bolander replied yes. He discussed the original plans to vacate the whole alley, with the City staff working with a restaurant that was planning to locate to the south of Taco Bell at the time. That deal fell through, so Taco Bell is now requesting the vacation of their portion of the alley.

Mr. Harrington asked for comments from the audience.

Mr. Charles Kuehn, Four State Homes, 620 McConnell Avenue, Joplin, did not wish to speak in favor of or in opposition to the request. He owns the property to the south and asked about cross-access to the back of Taco Bell's parking lot. Mr. Bolander replied that access will be provided.

Mr. Harrington asked for additional questions or comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 013-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 013-13 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. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 013-13
J. Larry Fugate
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-261 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot by 130-foot public alley located at the Taco Bell site at 2601 South Main Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot by 130-foot public alley located at the Taco Bell site at 2601 South Main Street in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A portion of a 20 foot wide public alley between Main Street and Virginia Avenue beginning at the south right-of-way line of 26th Street south approximately 130 feet.

Section 2. That this vacation of the portion of the alley hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley 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 _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

RESOLUTION NO. 2013-002

A RESOLUTION recognizing Reba Snavely upon her retirement from active service as Human Resources Director within the City of Joplin Human Resources Department.

WHEREAS, On, Tuesday, April 02, 2013, Reba Snavely retired from active service with the City of Joplin Human Resources Department.

WHEREAS, Reba Snavely served residents of Joplin in an outstanding manner during Six Years of service over her career, and

WHEREAS, upon her departure, the people of Joplin wish to extend recognition and appreciation to Reba Snavely for her many contributions through the years.

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

Section 1. The City of Joplin does hereby recognize and extend appreciation to Reba Snavely for service of Six Years to the City of Joplin in the Human Resources Department and residents of this great city.

Section 2. That the people of Joplin, Missouri do hereby extend best wishes to Reba for many enjoyable and successful years.

Section 3. That this Resolution 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 the First day of April, 2013.

_____

Melodee Colbert-Kean Mayor

ATTEST:

_____

Barbara Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: RESOLUTION NO. 2013-008
Originating Department: PUBLIC WORKS – PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Memorandum of Understanding
2) Grant Match Assurance Ltr.
3) Copy of Resolution No. 2013-008

Department Head: David Hertzberg DKH Date: 3/25/13
Planning & Community Development Mgr.: Troy Bolander T.B. Date: 3/14/13
Finance Department: Leslie Jones Date: 3-26-13
City Attorney: Brian Head Date: 3/26/13
City Manager: Mark Rohr Date: 3-26-13

Recommended Action: Approval of Resolution 2013-008.

DISCUSSION:

As part of their annual stormwater management program, and in part as result of the impact from the May 22, 2011 tornado on the cities trees and Joplin Creek riparian corridor, the Department of Natural Resources (DNR), through its existing partnership grant with Wildcat Glades Conservation and Audubon Center (Audubon), has allocated approximately $500,000 to the city of Joplin to help with stormwater management and tree recovery along Joplin Creek. DNR encourages the submission of applications based on long-term restoration strategies that foster watershed resiliency and citizen engagement. This is a competitive grant program and there is not a guarantee the City of Joplin will receive any or a portion of the assistance requested in the application.

DNR has requested an immediate application which will contain a request for $500,000 to be used for tree planting and greenway enhancement from approximately 20th Street, north along Campbell Parkway, to approximately F Street. DNR has requested a grant amendment and an MOU between Audubon for the receipt of the $500,000.

Staff recommends approval of the resolution that will support the city's application to DNR for continued post recovery assistance.

MEMORANDUM OF UNDERSTANDING
CITY OF JOPLIN
AND
AUDUBON

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 by and between THE NATIONAL AUDUBON SOCIETY, hereinafter referred to as "AUDUBON" and the CITY OF JOPLIN, MO, hereinafter referred to as "CITY", each party having been duly organized and now existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, the parties hereto have determined that it is in the best interests of the public health, safety and welfare to cooperate and undertake, or assist in undertaking, community renewal and restoration by educating and demonstrating reduction efforts of nonpoint source pollution after the May, 2011, disaster; and after the May, 2011, disaster; and

WHEREAS, AUDUBON has contracted with the CITY to receive assistance as a sub grantee under AUDUBON 319grant award, Project #G11-NPS-14; and

WHEREAS, the CITY desires to participate in the 319 Grant partnering with AUDUBON by providing tree plantings and vegetative restoration; and

WHEREAS, the governing body of the CITY did approve and authorize its city manager to execute this agreement by official action of said governing body on the _____ day of _____ 2013; and

WHEREAS, the governing body of AUDUBON, did approve and authorize its president to execute this agreement by official action of said governing body on the _____ day of _____ 2013; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. PURPOSE. The CITY and AUDUBON hereby expressly agree that the purpose of this agreement is to cooperate to undertake, or assist in undertaking, tree and vegetation planting assistance, funded by DNR appropriations for the federal fiscal years for which the CITY qualifies and those funds and materials passed through AUDUBON to the CITY.

2. PERIOD OF QUALIFICATION: The CITY and AUDUBON acknowledge that the cooperative between them shall be valid and will continue through May 31, 2014.

All work completed by the CITY and AUDUBON totaling at least $454,041 must be incurred on or before July 31, 2013. Billing and reimbursement requests must be submitted by the CITY through AUDUBON to DNR within 30 days (August 31, 2013).

Billing requests from the CITY to AUDUBON shall consist of supporting documentation for expenses such as paid receipts. Billing may be as frequent as monthly but no less frequent than quarterly.

3. SELECTION OF FUNDED ACTIVITIES. The CITY and AUDUBON agree that for the duration of this agreement, the CITY will administer the program in compliance with the Policies and Procedures of the CITY and AUDUBON and these Policies and Procedures are also in compliance with state and federal grant requirements.

4. REQUIRED ACTIONS. The CITY and AUDUBON agree to take all required actions necessary to assure compliance with all applicable laws and state and federal grant requirements.

5. LEGAL AUTHORITY. The CITY represents that counsel for the CITY has reviewed the terms and provisions of this agreement and that said counsel has determined that the terms and provisions of this agreement are fully authorized under state and local law and that the agreement provides full legal authority for the CITY to undertake, or assist in undertaking, essential community development, specifically tree and vegetation plantings.

6. DUTIES AND RESPONSIBILITIES OF THE CITY. The CITY shall contract for the installation and establishment of trees and plantings along Murphy Boulevard along Joplin Creek, from 20th Street north to F Street, an area encompassing approximately 50 acres.

City of Joplin will contract to develop six 18" x 40" interpretive panels, wheelchair/child accessible, mounted on two 4" tube steel with concrete base.

City of Joplin will contract to restore a ¾ acre wet meadow area at Parr Hill Park, a feeder to Joplin Creek, and ¼ acre riparian buffer along the Creek.

After the initial establishment, the City of Joplin Parks and Recreation Department will maintain and care for plantings as part of routine annual operations and maintenance.

Quarterly progress reports are due to DNR from Audubon on or before July 15, October 15, January 15, and April 15 of each calendar year of the project period. Information, receipts and documentation needed for these reports will be provided to AUDUBON at least 2 weeks prior to due date.

7. Best Management Practices Operation and Maintenance: CITY will assure continued proper operation and maintenance of all nonpoint source management practices that have been implemented and funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. CITY shall include a provision in every applicable sub-agreement or contract awarded under this subgrant requiring that the management practices for the project be properly operated and maintained.

8. REQUIREMENTS APPLICABLE TO AUDUBON. AUDUBON shall provide the CITY with technical assistance in providing educational research and materials for the development of interpretive educational panels to be located at Parr Hill Park and Joplin Creek. Wildcat Glades will draft educational messages and design work with city input and will provide to the City of Joplin and city's contractor.

9. DURATION OF AGREEMENT. This agreement shall remain in full force and effect for the period covering March 15, 2011 – May 31, 2014 necessary to carry out activities which will be funded from DNR appropriations. Further, the CITY and AUDUBON agree that for the duration of this agreement neither party may terminate, cancel, withdraw from, or, any way, impair this agreement without advising the other party at least 30 days in advance of that action.

10. AUDUBON FUNDING. The CITY and AUDUBON acknowledge that if DNR funds are available during the federal fiscal years they will be utilized following the federal requirements of the program, including funding match. AUDUBON'S funding for the Project is made pursuant to the following grant agreement(s) [**DNR** grant award 319, Project #G11-NPS-14] (the "Master Grant(s)"), attached hereto as Exhibit C, and incorporated herein.

CITY agrees to comply with all the terms and conditions of the Master Grant(s) with which AUDUBON must comply as if CITY was named therein in place of AUDUBON. CITY acknowledges that all of AUDUBON'S obligations under this Agreement are contingent on funding from third party sources, and agrees that in the event of any cancellation of such third party funding, AUDUBON may terminate this Agreement pursuant to paragraph 9.

Breakdown of 319 Federal Funds between Audubon and the City:

	319 Federal Funds (Audubon)	Nonfederal Match (Audubon)
Salary & Fringe	$ 76,054	$ 23,476
Travel	1,000	-0-
Equipment	-0-	-0-
Supplies	3,423	1,600
Contractual	15,398	-0-
Other 32,526	60,592	
Indirect	-0-	-0-
TOTALS	**$128,401**	**$85,668**

	319 Federal Funds (City)	Nonfederal Match (City)
Salary & Fringe	$	$
Travel		-0-
Equipment	-0-	-0-
Supplies		
Contractual		-0-
Other		
Indirect	-0-	-0-
TOTALS	**$500,000**	**$333,333**

TOTAL PROJECT COST: 319 Federal Funds - $628,401
Nonfederal Match - $418,934
TOTALS: $1,047,335

The CITY will provide AUDUBON the documentation of the required 40% match with each of the quarterly reports and reimbursement request that will be sent to DNR.

11. AUDUBON shall have the right to audit all of CITY'S financial records pertaining to AUDUBON. All financial records must be maintained separately from all other accounts.

12. CITY will give appropriate credit to AUDUBON or its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. CITY will provide AUDUBON with copies of such materials for review and approval prior to publication and as part of the reporting process.

Acknowledgement of AUDUBON shall be made in the following manner: *"This Project is supported by Audubon."*

13. CITY is expected to behave humanely toward animals encountered in fieldwork, and CITY'S behavior will be evaluated in this regard by AUDUBON. CITY should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:

"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."

14. CITY has no authority to enter contracts or agreements on behalf of AUDUBON unless agreed to by AUDUBON in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that CITY (or any of its employees or associates) is not an employee of AUDUBON and nothing in this Agreement confers such employee status upon CITY or any of its employees or associates. CITY acknowledges and agrees that it shall not be entitled to receive from AUDUBON any statutory or fringe benefits of any kind, including without being limited to those extended by AUDUBON to its own employees. CITY declares that CITY has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

(a) CITY shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State of **MISSOURI** or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Agreement.

(b) CITY certifies that there was no conflict of interest in its application for this Agreement. CITY further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to AUDUBON and allowed by AUDUBON prior to such expenditure.

(c) (1) CITY certifies that the CITY will not:

A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by AUDUBON; or

B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., state and local laws with regard to non-discrimination with respect to individuals working under this Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin veteran status or any other prohibited basis.

15. IDEMNIFICATION. The CITY and AUDUBON understands and acknowledges that both parties agrees to protect, indemnify, and hold the other party, its officers and employees, free and harmless from and against any and all claims, liabilities, actions or suits, regardless of their nature or merit, alleged or brought against either party, by any participant, or arising, directly or indirectly, from the negligence or willful misconduct of either party in performance of this agreement.

16. GOVERNING LAW. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Cooperation Agreement to be executed in triplicate by their respective and duly authorized officers the day and year first above written.

_____

Mark Rohr, City Manager, City of Joplin

_____

Patricia Hagan, Vice President, National Audubon Society

_____

Mary Beth Henson, CFO, National Audubon Society

CITY OF JOPLIN MISSOURI

Finance Department
602 S. Main Street
Joplin, Missouri 64801
(417) 624-0820
(417) 625-4620 (Fax)

Date: 3-13-13

Valerie Hentges
MO Department of Natural Resources
Water Protection Program

Su: DNR Joplin Grant Match Assurance

Ms. Hentges,

Please find the below information to be utilized as the city's match for the Wildcat Glades DNR Water Protection Grant. We have qualified $333,333 of below city match toward the $500,000 city award.

These figures are captured and recorded quarterly, and provided from May 1, 2011 through January 31, 2013, for staff and equipment efforts to maintain and improve water quality through mitigating stream impairments by removing accumulated trash and debris, and correcting stream bank erosion and sedimentation issues.

We are pleased with the opportunity to collaborate with the Department of Natural Resources and the Wildcat Glades Conservation & Audubon Center in such a significant way, thank you.

Sincerely,

Leslie Jones
Director, Finance
City of Joplin

					Channel Improvements /Erosion Control	Debris Clean Outs
Period	Staff Hours	Salary	Equip Hours	Cost	# LINEAR FEET	# BASINS
November 2011 thru January 2012	1305	$17,628	340	$ 14,394	31,340	191
February 2012 thru April 2012	916	$48,945	1691	$ 139,436	26,541	706
May 2012 thru July 2012	2694	$42,389	1392	$ 90,105	140,096	459
August 2012 Thru October 2012	2977	$43,233	1986	$ 122,270	204,207	804
November 2012 thru January 2013	2526	$38,885	2060	$ 152,254	37,629	14
TOTALS	**10418**	**$191,080**	**7469**	**$ 518,459**	**439,813**	**2174**

RESOLUTION NO. 2013-008

A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Department of Natural Resources (DNR) for tree assistance to help in the recovery resulting from a EF-5 tornado that occurred on May 22nd, 2011; authorize the city manager to execute a grant amendment and MOU with Wildcat Glades Conservation and Audubon Center; authorize the city manager to solicit bids and execute contracts to complete the planting work.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, there were thousands of trees destroyed or damaged by the tornado that negatively impacted the area's parks and riparian greenway and its cultural and recreational opportunities.

WHEREAS, the Department of Natural Resources (DNR) through the existing grant agreement between Audubon provides stormwater management support and education, and

WHEREAS, the City of Joplin is responsible for stormwater management across the city, has the required $333,333 match from on-going stormwater related work, and is eligible for DNR grant support.

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

Section 1: That the City Council of the City of Joplin appreciates support from the Department of Natural Resources and values its partnership with Audubon.

Section 2: That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Council, to submit an application and MOU, or substantially in a similar form, to the Department of Natural Resources on behalf of the City and to solicit bids and execute contracts for the completion of the work.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____Day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

RESOLUTION 2013-011

Item: SUBRECIPIENT AGREEMENT WITH JOPLIN INDUSTRIAL DEVELOPMENT AUTHORITY

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Subrecipient Agreement
2) Heartland Notice of Intent
3) Copy of Resolution

Department Head: David Hertzberg DH	Date: 3/25/13
Planning and Comm. Dev. Manager: Troy Bolander TB	Date: 3-26-13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3.26.13

Recommended Action: Authorization to enter into an Agreement with Joplin Industrial Development Authority to provide in the participation of the cost share and economic development program.

Background: City Staff applied to the Missouri Highways and Transportation Commission to be included in the Cost Share and Economic Development Program, Project No. 712181. The project includes roadway and bridge improvements along I-44, between Route 249 and Route 66. The project includes a new interchange to access the Crossroads Business and Distribution Park in Joplin, Missouri. The city's application was approved and the attached agreement details the terms and conditions of the agreement.

Discussion:

The MHTC (Missouri Highway and Transportation Commission) is funding the project 100 percent estimated at $11,150,180.

This project is being funded by the Economic Development program. The MoDOT district office agreed to provide the 50 percent local funding match for the project.

The City of Joplin / Joplin Industrial Development Authority's responsibility is to increase the number of jobs in Joplin at the Crossroads Business and Distribution Park from Blue Buffalo by not less than 129 jobs by June 30, 2019.

Attached is the subrecipient agreement for the Joplin Industrial Development Authority to provide the back stop for the City's commitment to the state. Also attached is Heartland Pet Foods/ Blue Buffalo's signed notice of intent to provide 131 jobs for their Enhanced Enterprise Zone application.

Recommendation: Staff recommends approval of this agreement.

RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of April, 2013, by and between:

Joplin Industrial Development Corporation
320 East Fourth Street, Joplin, Missouri 64801

hereinafter referred to as "Recipient", and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, the City applied to the Missouri Highways and Transportation Commission's Cost Share Committee for participation in the Commission's Cost Share and Economic Development Program; and

WHEREAS, on August 3, 2012, the Cost Share Committee approved the City's application to the Cost Share and Economic Development Program subject to certain terms and conditions, including, the creation of 129 new Full Time Equivalent (FTE) jobs in the Crossroads Industrial Park as a condition for the Missouri Highways and Transportation Commission to implement roadway and bridge improvements on Interstate 44 from east of Route 249 to Route 66, including a new interchange to access the Crossroads Business and Distribution Park in Joplin, Missouri and Jasper County, Missouri

WHEREAS, in exchange for the new road and bridge improvements and new highway interchange, Recipient agrees to comply with agreement requirements and certain documentation requirements of City as described herein.

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

1. Statement of Work. Subject to this agreement, the two parties will cooperate in the creation of 129 new FTE jobs, within five years from the job creation start date listed in this contract. To qualify as job creation under this agreement, the new jobs shall have an average wage greater than thirty-three thousand dollars ($33,000). Appropriate documentation shall be submitted by the recipient to the City that these requirements have been fulfilled. Such documentation shall be submitted by December 30, 2019.

2. Schedule. The Recipient job creation start date shall be July 1, 2014, and the completion date shall be June 30, 2019. As a condition of this agreement parties agree that any jobs created before July 1, 2014 shall count toward and be fully included in the count toward the required 129 jobs.

3. Failure to Complete Statement of Work. In the event that the Recipient does not increase the number of qualifying jobs in the Crossroads Business and Distribution Park from the Blue Buffalo Ltd. as provided in Statement of Work, the Recipient shall pay to the City a sum equal to the proportional share of the Missouri Highways and Transportation Commission's Cost Share and Economic Development Program share of the final total project cost per one hundred twenty-

nine (129) expected jobs minus the total qualifying jobs that were actually created. For example, if the Missouri Highways and Transportation Commission's Cost Share and Economic Development Program share of the final total project cost is five million, five hundred seventy-five thousand, ninety dollars ($5,575,090), the Commission's cost per job, at one hundred twenty-nine (129) jobs, is thus forty-three thousand, two hundred eighteen dollars ($43,218) per expected job. If only one hundred (100) jobs are created at the Crossroads Business and Distribution Park, the Recipient will reimburse the City for the remaining expected jobs that were not created, id est $43,218 by 29, or $1,253,322

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

a. Recipient shall create and submit annual reports of FTE jobs created in the Crossroads Business and Distribution Park

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

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

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

a. Upon mutual agreement, either party may at any time, with or without cause, upon twenty (20) days' written notice terminate this contract; or

b. Upon mutual agreement, when Recipient has demonstrated compliance with all requirements of City

7. Retention of Records. The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

8. Federal Work Authorization Program "FWAP". Recipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.

1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City. Recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Recipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Recipient does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with the Recipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Recipient agrees to hold harmless and indemnify the City for any liability due to Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act

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

Joplin Industrial Development Corporation
a Missouri Company

_____

President

ATTEST:

_____

Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI
a Municipal Corporation

_____

R. Mark Rohr
City Manager

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

MISSOURI
Department of Economic Development

ENHANCED ENTERPRISE ZONE - NOTICE OF INTENT

TAX PERIOD OF COMPANY (Please specify if tax period is calendar or fiscal – by entering the dates of your tax period)				
Calendar	Year for tax credits to begin: 2012	Fiscal Year	Beginning: January	Ending: December

Business Name	Federal Tax ID No. (FEIN)	MITS/Missouri ID No.
Heartland Pet Food Manufacturing Inc and Blue Buffalo Company, LTD	205959601	F01246873

Address of Project Facility			
8101 East 32nd Street			
City: Joplin	County: Jasper	Missouri	Zip Code: 06804

CONTACT INFORMATION (PLEASE PROVIDE TWO PEOPLE THAT DIRECTLY DEAL WITH TAX CREDITS FOR YOUR BUSINESS)

Contact Person	Title		
Daniel Comiskey	Finance Director		
Address: 15 River Road	City: Wilton	State: CT	Zip Code: 06897
Telephone Number: 203-762-9751 ext 265	Fax Number:	E-mail: DComiskey@bluebuff.com	
Contact Person:	Title:		
Address:	City:	State:	Zip Code:
Telephone Number:	Fax Number:	E-mail:	

OTHER FACILITY ADDRESS(es) (attach additional sheet if needed.)

Headquarters Address (if different than project facility)	City	State	Zip Code
1. Other Missouri Facility Address	City	Zip Code	UI Account #
2. Other Missouri Facility Address	City	Zip Code	UI Account #
3. Other Missouri Facility Address	City	Zip Code	UI Account #

Has the BLS 3020 been completed for the prior year of this Notice of Intent submission?	☐ YES	☑ NO
Has the BLS 3020 been completed for each year the company is seeking tax credits?	☐ YES	☑ NO
Have you certified all new employees, through E-Verify, are authorized to work in the U.S.?	☐ YES	☑ NO

If not previously submitted at the proposal stage, please provide the following for our records:

Executive Principals	Title	City & State of Residency	Phone Number	Email Address
William W Bishop	CEO	Wilton, CT	203-762-9751	WBishop@bluebuff.com
William W Bishop Jr	COO	Wilton, CT	203-762-9751	BBishop@bluebuff.com
Christopher Bishop	VP Advertising	Wilton, CT	203-762-9751	CBishop@bluebuff.com
Thomas C Donovan	CFO	Wilton, CT	203-762-9751	TDonovan@bluebuff.com

TYPE OF BUSINESS	☑ C Corp	☐ S Corp	☐ LLC	☐ Sole Proprietor	☐ Partnership	☐ Other_____

If the taxpayer is a Partnership, S-Corporation, or other entity with a flow through tax treatment, identify the names, social security numbers and proportionate share of ownership of each beneficiary, partner or shareholder on the last day of the tax period. Aggregate proportionate shares or percent of total ownership may not exceed 100%. Attach a separate sheet if necessary.

Name(s)	Social Security Numbers	% Ownership Year End
		%
		%
		%
		%
		%

Is this company owned 51% or more by women?	☐ YES	☑ NO

Facility's NAICS Code:	311119	NAICS codes are assigned by the Missouri Division of Employment Security and will be used for verification.

Facility Type	☑ New to Missouri	☐ New additional facility in Missouri	☐ Expansion of existing facility	☐ Replacement of existing facility

Describe the proposed project and activity(s) to be conducted at this facility (e.g. manufacturing ethanol, warehouse furniture, etc.)	Manufacturing Premium Pet Food

☐	$0 – $250,000	☐	$250,000 – $500,000	☐	$500,000 – $1,000,000
☐	$1,000,000 - $5,000,000	☐	$5,000,000 - $10,000,000	✓	$10,000,000 & over

Total Number of Employees at ALL Facilities in Missouri	0	Total Number of facilities located in Missouri	1	Date facility will commence operations	July 2014

List all other federal and state programs for which this facility is applying or is currently utilizing	MO Build; Sales tax abatement on M&E and Utilities

Current Employment (>35 hrs/wk) at the Project Facility at the NOI Submission Date (excluding owners)	0	Total Estimated Employment (>35 hrs/wk) at the end of 5 years	131

	New Business Facility Real Property Purchase Investment	New Business Machine/ Equipment Purchase	New Business Facility Lease Rate	New Business Machine/ Equipment Lease Rate	New Business Facility Employees (>35 hrs/wk)	Average Wage
Year 1	$ 30,300,000.00	$ 59,000,000.00	$	$	0	$ 0.00
Year 2	$ 0.00	$ 0.00	$	$	131	$ 36,000.00
Year 3	$	$	$	$		$
Year 4	$	$	$	$		$
Year 5	$	$	$	$		$

☐ List of current employees at facility where tax credits are being requested (FACILITY NOT YET CONSTRUCTED)
☐ List of current employees at all other project facilities within the state of Missouri (sort by facility) N/A
☑ Certification of Facility Location Form (Page 9 of this packet)
☑ Complete Memorandum of Understanding (Proof of enrollment in the E-Verify Program)
☐ Copy of employer provide health benefits (NO EMPLOYEES UNTIL 2014)

CERTIFICATION

I, the undersigned, acting on behalf of the Company named below, hereby certify and agree to the following:

- The information submitted by the Company to DED in connection with the Project is true and correct and such information is consistent with documents provided to lenders, other government programs, or investors. The Company hereby authorizes DED to verify such information from any source;
- Neither the Company nor any person identified in the application:
  a) Has committed a felony, is currently under indictment for a felony, or is currently on parole or probation;
  b) Is delinquent with respect to any non-protested federal, state or local taxes or fees;
  c) Has filed (or is about to file) for bankruptcy, unless otherwise disclosed to DED; or
  d) Has failed to fulfill any material obligation under any other state or federal program;
- There are no pending or threatened liens, judgments, or material litigation against the Company or any person identified on the application which is likely to have a material impact on the Company's viability;
- Neither the operations of the Project itself nor the receipt of incentives for the Project would violate any existing agreement;
- The Company has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the Project;
- I certify that the applicant does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that the applicant is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the applicant will maintain and, upon request, provide the Department of Economic Development documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this program.
- I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under section 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the applicant is found to have employed an unauthorized alien, applicant maybe subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo.
- I understand that if the applicant is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the document(s) required by federal law, the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Enhanced Enterprise Zone Tax Credit Program guidelines.
- I hereby agree to allow representatives of the Department of Economic Development access to the property and applicable records as may be necessary for the administration of this program.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

I certify that I have the proper authority to execute this document on behalf of the Company and that I am authorized to make the statement of affirmation contained herein. I also realize that failure to disclose material information regarding the Company, any owners or individuals engaged in the management of the Company, or other facts may result in criminal prosecution.

Applicant Signature	Print Name	Title	Date
[signature]	Daniel Comiskey	Finance Director	8-28-12

Appeared before me this 28th day of August, 2012, Daniel Comiskey to me personally known to be the person who executed the above certification, and acknowledged and states on his/her oath to me that he/she executed the same for the purpose therein stated.

State of	County (or City of St. Louis)
Connecticut	Fairfield

Notary Public Name	My Commission Expires	Use Rubber Stamp In Area Below
Jessica Prevelige	8/31/2015	Jessica Prevelige Notary Public-Connecticut My Commission Expires August 31, 2015

Notary Public Signature: Jessica Prevelige

Last revised 06.14.12

RESOLUTION NO. 2013-011

A RESOLUTION authorizing the City of Joplin to enter into an Subrecipient Agreement by and between the City of Joplin, Missouri, and Joplin Industrial Development Corporation for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri.

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

Section 1. That the City of Joplin, Missouri to enter into an Subrecipient Agreement with Joplin Industrial Development Corporation for Roadway and Bridge Improvements Project No. 712181 in Jasper County, Missouri.

Section 2. That the City Manager of the City of Joplin is authorized to execute the Agreement described in Section 1 of this Ordinance for and on behalf of the City of Joplin

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

RESOLUTION 2013-012

Item: Missouri Highways and Transportation Commission Economic Development Agreement

Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Location plan
2) Copy of Agreement
3) Heartland Notice of Intent
4) Copy of Resolution

Department Head: David Hertzberg DRH	Date: 3/25/13
Engineering Department: Jack Schaller JS	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Authorization to enter into an Agreement with the Missouri Highways and Transportation Commission for participation in the Cost Share and Economic Development Program.

Background: City Staff applied to the Missouri Highways and Transportation Commission to be included in the Cost Share and Economic Development Program, Project No. 712181. The project includes roadway and bridge improvements along I-44, between Route 249 and Route 66. The project includes a new interchange to access the Crossroads Business and Distribution Park in Joplin, Missouri. The city's application was approved and the attached agreement details the terms and conditions of the agreement.

Discussion:

The MHTC (Missouri Highway and Transportation Commission) is funding the project 100 percent estimated at $11,150,180.

This project is being funded by the Economic Development program. The MoDOT district office agreed to provide the 50 percent local funding match for the project.

The City of Joplin / Joplin Industrial Development Authority's responsibility is to increase the number of jobs in Joplin at the Crossroads Business and Distribution Park from Blue Buffalo by not less than 129 jobs by June 30, 2019.

Also attached is the subrecipient agreement for the Joplin Industrial Development Authority to provide the back stop for the City's commitment to the state. Also attached is Heartland Pet Foods/ Blue Buffalo's signed notice of intent to provide 131 jobs for their Enhanced Enterprise Zone application.

Recommendation: Staff recommends approval of this agreement.

CCO Form: FS18
Approved: 03/04 (BDG)
Revised: 06/12 (AR)
Modified:

Route 44, Jasper County
Project No. 7I2181
City of Joplin

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ECONOMIC DEVELOPMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share and Economic Development Program*; and

WHEREAS, on August 3, 2012, the Cost Share Committee approved the City's application to the *Cost Share and Economic Development Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the City of Joplin in the cost of the Commission's Project 7I2181, roadway and bridge improvements on Interstate 44 from east of Route 249 to Route 66, including a new interchange to access the Crossroads Business and Distribution Park in Joplin, Missouri.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

On Interstate 44, between Route 249 and Route 66.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the

Commission in furtherance of the performance of this Agreement.

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

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

(8) PLANS AND CONSTRUCTION: The Commission shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the City agrees as follows:

(A) The Commission will pay for one hundred percent (100%) of the total project cost, which includes engineering, incidentals, utility relocations, right-of-way acquisition and incidentals, the construction contract and letting and inspection. The total project cost is currently estimated at eleven million, one hundred fifty thousand, one hundred eighty dollars ($11,150,180). Of this amount, the Commission shall provide fifty percent (50%) of the total project cost from its Cost Share and Economic Development program, with that share currently estimated to be five million, five hundred seventy-five thousand, ninety dollars ($5,575,090). The Cost Share and Economic Development program will have five hundred seventy-five thousand, ninety dollars ($575,090) available in State Fiscal Year 2014 and five million dollars ($5,000,000) available in State Fiscal Year 2015. The remaining fifty percent of the total project cost will be provided by Southwest District distributed funds, estimated to total four million, four hundred twenty-four thousand, nine hundred ten dollars ($4,424,910), an Interstate Maintenance Discretionary program earmark for scoping and design estimated to total one hundred fifty-two thousand dollars ($152,000) and engineering services and right-of-way incidentals by its Southwest District personnel estimated to total nine hundred ninety-eight thousand, one hundred eighty dollars ($998,180).

(B) The Commission is responsible for the balance of the project in excess of eleven million, one hundred fifty thousand, one hundred eighty dollars ($11,150,180). Any cost overruns will be paid for with the Commission's Southwest District distributed funds.

(10) JOB CREATION:

(A) The City shall increase the number of jobs in Joplin at the Crossroads Business and Distribution Park from the Blue Buffalo Company, Ltd. by not less than one hundred twenty-nine (129) jobs during the period from July 1, 2014 through June 30, 2019. To qualify as job creation under this agreement these jobs shall have an average annual wage greater than thirty-three thousand dollars ($33,000). The City shall submit to the Commission appropriate documentation that these requirements have been fulfilled. Such documentation shall be submitted by December 30, 2019. Such documentation shall be subject to review and verification by a third party auditor and/or the State Auditor.

(B) In the event that the City does not increase the number of qualifying jobs in the Crossroads Business and Industrial Park as provided in paragraph 11(A), the City shall pay to the Commission a sum equal to the proportional share of the Commission's Cost Share and Economic Development Program share of the final total project cost per one hundred twenty-nine (129) expected jobs minus the total qualifying jobs that were actually created. For example, if the Commission's Cost Share and Economic Development Program share of the final total project cost is five million, five hundred seventy-five thousand, ninety dollars ($5,575,090), the Commission's cost per job, at one hundred twenty-nine (129) jobs, is thus forty-three thousand, two hundred eighteen dollars ($43,218) per expected job. If only one hundred (100) jobs are created at the Crossroads Business and Distribution Park, the City will reimburse the Commission for the remaining expected jobs that were not created, $43,218 by 29, or $1,253,322.

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

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

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(14) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the

event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(15) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

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

Executed by the City this ____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title:_____

Ordinance No _____

Exhibit "A"
Project Location



RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of April, 2013, by and between:

Joplin Industrial Development Corporation
320 East Fourth Street, Joplin, Missouri 64801

hereinafter referred to as "Recipient", and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, the City applied to the Missouri Highways and Transportation Commission's Cost Share Committee for participation in the Commission's Cost Share and Economic Development Program; and

WHEREAS, on August 3, 2012, the Cost Share Committee approved the City's application to the Cost Share and Economic Development Program subject to certain terms and conditions, including, the creation of 129 new Full Time Equivalent (FTE) jobs in the Crossroads Industrial Park as a condition for the Missouri Highways and Transportation Commission to implement roadway and bridge improvements on Interstate 44 from east of Route 249 to Route 66, including a new interchange to access the Crossroads Business and Distribution Park in Joplin, Missouri and Jasper County, Missouri

WHEREAS, in exchange for the new road and bridge improvements and new highway interchange, Recipient agrees to comply with agreement requirements and certain documentation requirements of City as described herein.

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

1. Statement of Work. Subject to this agreement, the two parties will cooperate in the creation of 129 new FTE jobs, within five years from the job creation start date listed in this contract. To qualify as job creation under this agreement, the new jobs shall have an average wage greater than thirty-three thousand dollars ($33,000). Appropriate documentation shall be submitted by the recipient to the City that these requirements have been fulfilled. Such documentation shall be submitted by December 30, 2019.

2. Schedule. The Recipient job creation start date shall be July 1, 2014, and the completion date shall be June 30, 2019. As a condition of this agreement parties agree that any jobs created before July 1, 2014 shall count toward and be fully included in the count toward the required 129 jobs.

3. Failure to Complete Statement of Work. In the event that the Recipient does not increase the number of qualifying jobs in the Crossroads Business and Distribution Park from the Blue Buffalo Ltd. as provided in Statement of Work, the Recipient shall pay to the City a sum equal to the proportional share of the Missouri Highways and Transportation Commission's Cost Share and Economic Development Program share of the final total project cost per one hundred twenty-

nine (129) expected jobs minus the total qualifying jobs that were actually created. For example, if the Missouri Highways and Transportation Commission's Cost Share and Economic Development Program share of the final total project cost is five million, five hundred seventy-five thousand, ninety dollars ($5,575,090), the Commission's cost per job, at one hundred twenty-nine (129) jobs, is thus forty-three thousand, two hundred eighteen dollars ($43,218) per expected job. If only one hundred (100) jobs are created at the Crossroads Business and Distribution Park, the Recipient will reimburse the City for the remaining expected jobs that were not created, id est $43,218 by 29, or $1,253,322

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

a. Recipient shall create and submit annual reports of FTE jobs created in the Crossroads Business and Distribution Park

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

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

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

a. Upon mutual agreement, either party may at any time, with or without cause, upon twenty (20) days' written notice terminate this contract; or

b. Upon mutual agreement, when Recipient has demonstrated compliance with all requirements of City

7. Retention of Records. The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

8. Federal Work Authorization Program "FWAP". Recipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.

1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City. Recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Recipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Recipient does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with the Recipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Recipient agrees to hold harmless and indemnify the City for any liability due to Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act

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

Joplin Industrial Development Corporation
a Missouri Company

_____

President

ATTEST:

_____

Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI
a Municipal Corporation

_____

R. Mark Rohr
City Manager

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

MISSOURI
Department of Economic Development

ENHANCED ENTERPRISE ZONE - NOTICE OF INTENT

TAX PERIOD OF COMPANY (Please specify if tax period is calendar or fiscal – by entering the dates of your tax period)				
Calendar	Year for tax credits to begin: 2012	Fiscal Year	Beginning: January	Ending: December

Business Name	Federal Tax ID No. (FEIN)	MITS/Missouri ID No.
Heartland Pet Food Manufacturing Inc and Blue Buffalo Company, LTD	205959601	F01246873

Address of Project Facility			
8101 East 32nd Street			
City: Joplin	County: Jasper	Missouri	Zip Code: 06804

CONTACT INFORMATION (PLEASE PROVIDE TWO PEOPLE THAT DIRECTLY DEAL WITH TAX CREDITS FOR YOUR BUSINESS)

Contact Person	Title		
Daniel Comiskey	Finance Director		
Address: 15 River Road	City: Wilton	State: CT	Zip Code: 06897
Telephone Number: 203-762-9751 ext 265	Fax Number:	E-mail: DComiskey@bluebuff.com	
Contact Person:	Title:		
Address:	City:	State:	Zip Code:
Telephone Number:	Fax Number:	E-mail:	

OTHER FACILITY ADDRESS(es) (attach additional sheet if needed.)

Headquarters Address (If different than project facility)	City	State	Zip Code
1. Other Missouri Facility Address	City	Zip Code	UI Account #
2. Other Missouri Facility Address	City	Zip Code	UI Account #
3. Other Missouri Facility Address	City	Zip Code	UI Account #

Has the BLS 3020 been completed for the prior year of this Notice of Intent submission?	☐ YES	☑ NO
Has the BLS 3020 been completed for each year the company is seeking tax credits?	☐ YES	☑ NO
Have you certified all new employees, through E-Verify, are authorized to work in the U.S.?	☐ YES	☑ NO

If not previously submitted at the proposal stage, please provide the following for our records:

Executive Principals	Title	City & State of Residency	Phone Number	Email Address
William W Bishop	CEO	Wilton, CT	203-762-9751	WBishop@bluebuff.com
William W Bishop Jr	COO	Wilton, CT	203-762-9751	BBishop@bluebuff.com
Christopher Bishop	VP Advertising	Wilton, CT	203-762-9751	CBishop@bluebuff.com
Thomas C Donovan	CFO	Wilton, CT	203-762-9751	TDonovan@bluebuff.com

TYPE OF BUSINESS	☑ C Corp	☐ S Corp	☐ LLC	☐ Sole Proprietor	☐ Partnership	☐ Other _____

If the taxpayer is a Partnership, S-Corporation, or other entity with a flow through tax treatment, identify the names, social security numbers and proportionate share of ownership of each beneficiary, partner or shareholder on the last day of the tax period. Aggregate proportionate shares or percent of total ownership may not exceed 100%. Attach a separate sheet if necessary.

Name(s)	Social Security Numbers	% Ownership Year End
		%
		%
		%
		%
		%

Is this company owned 51% or more by women?	☐ YES	☑ NO

Facility's NAICS Code:	311119	NAICS codes are assigned by the Missouri Division of Employment Security and will be used for verification.

Facility Type	☑ New to Missouri	☐ New additional facility in Missouri	☐ Expansion of existing facility	☐ Replacement of existing facility

Describe the proposed project and activity(s) to be conducted at this facility (e.g. manufacturing ethanol, warehouse furniture, etc.)	Manufacturing Premium Pet Food

☐	$0 – $250,000	☐	$250,000 – $500,000	☐	$500,000 – $1,000,000
☐	$1,000,000 - $5,000,000	☐	$5,000,000 - $10,000,000	✓	$10,000,000 & over

Total Number of Employees at ALL Facilities in Missouri	0	Total Number of facilities located in Missouri	1	Date facility will commence operations	July 2014

List all other federal and state programs for which this facility is applying or is currently utilizing	MO Build; Sales tax abatement on M&E and Utilities

Current Employment (>35 hrs/wk) at the Project Facility at the NOI Submission Date (excluding owners)	0	Total Estimated Employment (>35 hrs/wk) at the end of 5 years	131

	New Business Facility Real Property Purchase Investment	New Business Machine/ Equipment Purchase	New Business Facility Lease Rate	New Business Machine/ Equipment Lease Rate	New Business Facility Employees (>35 hrs/wk)	Average Wage
Year 1	$ 30,300,000.00	$ 69,000,000.00	$	$	0	$ 0.00
Year 2	$ 0.00	$ 0.00	$	$	131	$ 36,000.00
Year 3	$	$	$	$		$
Year 4	$	$	$	$		$
Year 5	$	$	$	$		$

- ☐ List of current employees at facility where tax credits are being requested (FACILITY NOT YET CONSTRUCTED)
- ☐ List of current employees at all other project facilities within the state of Missouri (sort by facility) N/A
- ☑ Certification of Facility Location Form (Page 9 of this packet)
- ☑ Complete Memorandum of Understanding (Proof of enrollment in the E-Verify Program)
- ☐ Copy of employer provide health benefits (NO EMPLOYEES UNTIL 2014)

CERTIFICATION

I, the undersigned, acting on behalf of the Company named below, hereby certify and agree to the following:

- The information submitted by the Company to DED in connection with the Project is true and correct and such information is consistent with documents provided to lenders, other government programs, or investors. The Company hereby authorizes DED to verify such information from any source;
- Neither the Company nor any person identified in the application:
  a) Has committed a felony, is currently under indictment for a felony, or is currently on parole or probation;
  b) Is delinquent with respect to any non-protested federal, state or local taxes or fees;
  c) Has filed (or is about to file) for bankruptcy, unless otherwise disclosed to DED; or
  d) Has failed to fulfill any material obligation under any other state or federal program;
- There are no pending or threatened liens, judgments, or material litigation against the Company or any person identified on the application which is likely to have a material impact on the Company's viability;
- Neither the operations of the Project itself nor the receipt of incentives for the Project would violate any existing agreement;
- The Company has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the Project;
- I certify that the applicant does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that the applicant is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the applicant will maintain and, upon request, provide the Department of Economic Development documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this program.
- I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under section 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the applicant is found to have employed an unauthorized alien, applicant maybe subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo.
- I understand that if the applicant is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the document(s) required by federal law, the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Enhanced Enterprise Zone Tax Credit Program guidelines.
- I hereby agree to allow representatives of the Department of Economic Development access to the property and applicable records as may be necessary for the administration of this program.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

I certify that I have the proper authority to execute this document on behalf of the Company and that I am authorized to make the statement of affirmation contained herein. I also realize that failure to disclose material information regarding the Company, any owners or individuals engaged in the management of the Company, or other facts may result in criminal prosecution.

Applicant Signature	Print Name	Title	Date
D—oC—L	Daniel Comiskey	Finance Director	8-28-12

Appeared before me this 28th day of August, 2012, Daniel Comiskey to me personally known to be the person who executed the above certification, and acknowledged and states on his/her oath to me that he/she executed the same for the purpose therein stated.

State of		County (or City of St. Louis)
Connecticut		Fairfield
Notary Public Name: Jessica Prevelige	My Commission Expires: 8/31/2015	Use Rubber Stamp in Area Below
Notary Public Signature: Jessica Prevelige		Jessica Prevelige Notary Public-Connecticut My Commission Expires August 31, 2015

RESOLUTION NO. 2013-012

A RESOLUTION authorizing the City of Joplin to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri.

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

Section 1. That the City of Joplin, Missouri to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181 in Jasper County, Missouri.

Section 2. That the Director of Public Works of the City of Joplin is authorized to execute the Agreement described in Section 1 of this Ordinance for and on behalf of the City of Joplin

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-159

Item: Purchase of Property for Widening Schifferdecker Final Phase
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-159

Department Head: David Hertzberg DXH	Date: 3/25/13
Engineering Department: Jack Schaller AS	Date: 3-25-13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of a Permanent Drainage and Slope Easement at 26th and Schifferdecker, for the Schifferdecker Widening Project.

Background: The City of Joplin has budgeted money for the completion of the Schifferdecker widening project. This project was listed as priority number nine among projects included in the 3/8-cent Transportation Sales Tax issue approved by voters in November of 2004. The final phase of construction will complete the scheduled improvements to this major arterial corridor. In order to complete the project it is necessary to purchase a permanent drainage and slope easement from the described property located at 26th and Schifferdecker Avenue. This will be the 14th of 23 parcels to be acquired.

Discussion: Staff has reached an agreement with Eric Wood for Nine Hundred Dollars, ($900). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of $900 for the purchase of the described permanent drainage and slope easement at 26th and Schifferdecker Avenue.

CB2013-159



1 inch = 50 feet

Date: 3/22/2013

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

Ph. 417-358-9551 · 1745 South Garrison, Carthage, Missouri 64836 · Fax 417-358-4224

ACCEPTANCE FORM

Project	Schifferdecker Avenue between 20th Street and 32nd Street
Property Owner(s)	Eric Wood 1926 E. 47th Street Joplin, MO 64804
Property Address	2602 S. Schifferdecker Avenue
Total Compensation	$900 plus city will construct driveway on Schifferdecker and will allow property owner to construct a 26' driveway on 26th Street, the centerline of which will be 28' east of the west property line.

We accept the above offer for compensation from the City of Joplin for permanent easement as described.

Sign Eric Wood Date 3-8-13

Eric Wood

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

COUNCIL BILL NO. 2013-159 ORDINANCE NO.

AN ORDINANCE approving the purchase of a permanent drainage and slope easement from property at 26th and Schifferdecker Avenue, consisting of land described as part of Misc. Tract 2, in the Southeast Quarter of Section 17, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Nine Hundred and 00/100 dollars ($900) and containing an emergency clause.

WHEREAS, Eric Wood is the legal owners of property at 26th and Schifferdecker Avenue, consisting of land described as part of Misc. Tract 2, in the Southeast Quarter of Section 17, Township 27 Range 33, in the City of Joplin, Jasper County, Missouri ;and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the completion of the Street Widening Improvements on Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a permanent drainage and slope easement at 26th and Schifferdecker Avenue, described herein.

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

Section 1. That the City of Joplin approve the purchase of a permanent drainage and slope easement, consisting of:

Drainage Easement

All that part of a tract of land described in Deed Book 1572 at Page 516 in the Office of the Jasper County Recorder, being a part of Miscellaneous Tract Numbered Two (2) in the Southeast Quarter of Section 17, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, described as follows:
Commencing at the Southeast corner of said tract described in Book 1572 at Page 516, said corner being 40 feet West of the East line of said Southeast Quarter of Section 17, Thence N88°00'27"W along the South line of said tract, 15.00 feet to a point on the West right-of-way line of Schifferdecker Avenue and the point of beginning; Thence continuing N88°00'27"W along said South line, 30.00 feet; Thence N01°53'23"E, 10.00 feet; Thence S88°00'27"E, 30.00 feet to a point on said West right-of-way line of Schifferdecker Avenue; Thence S01°53'23"W, 10.00 feet to the point of beginning.

Easement to lie west of and adjoin the existing West right-of-way line of Schifferdecker Avenue as described in Deed Book 1838 at Page 70 in said Office of the Jasper County Recorder.

Containing 300 square feet, more or less.

Slope Easement

All that part of a tract of land described in Deed Book 1572 at Page 516 in the Office of the Jasper County Recorder, being a part of Miscellaneous Tract Numbered Two (2) in the Southeast Quarter of Section 17, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, described as follows:
Commencing at the Southeast corner of said tract described in Book 1572 at Page 516, said corner being 40 feet West of the East line of said Southeast Quarter of Section 17, Thence N88°00'27"W along the South line of said Lot, 15.00 feet to a point on the West right-of-way line of Schifferdecker Avenue; Thence N01°53'23"E along said West right-of-way line, 10.00 feet to the point of beginning;
Thence continuing N01°53'23"E along said West right-of-way line, 244.00 feet; Thence N43°03'33"W along said West right-of-way line, 7.08 feet; Thence S01°53'23"W, 194.83 feet; Thence N89°18'46"W, 5.00 feet;
Thence S01°53'23"W, 54.06 feet; Thence S88°00'27"E, 10.00 feet to the point of beginning.

Easement to lie west of and adjoin the existing West right-of-way line of Schifferdecker Avenue as described in Deed Book 1838 at Page 70 in said Office of the Jasper County Recorder.

Containing 1503 square feet, more or less.

Section 2. That the City of Joplin authorize placing $900 in escrow for the purchase of the permanent drainage and slope easement. Payment will be made from account #145-4565-520-8105 Project TC0509.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-159 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-160

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-160

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of Right of Way at 1832 Maiden Lane from Warren Davis Properties XXVII, L.L.C., for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 1832 Maiden Lane. This acquisition will be the 55th of 72 parcels.

Discussion: Staff has reached an agreement with Warren Davis Properties XXVIII, L.L.C., for Twelve Thousand Dollars, ($12,000.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $12,000.00 for the purchase of right of way at 1832 Maiden Lane.

CB2013-160



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-160 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 1832 Maiden Lane, consisting of part of Misc. Lot Numbered Seventeen (17) in the Southeast Quarter of Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twelve Thousand and 00/100 dollars ($12,000.00) and containing an emergency clause.

WHEREAS, Warren Davis Properties XXVIII, L.L.C., is the legal owner of property at 1832 Maiden Lane, consisting of part of Lots Numbered Seventeen (17) in Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 1832 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 1832 Maiden Lane, consisting of:

New right of Way:

All of a tract of land being a part of Miscellaneous Lot 17 of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 9, thence South 01°55'14" West, 461.98 feet; thence North 88°02'58" West, 42.00 feet to a point on the West line of Maiden Lane and being the Point of Beginning; thence South 01°57'02" West, along the West line of roadway, 169.50 feet; thence North 88°02'58" West, 8.00 feet; thence North 01°57'02" East, 169.50 feet; thence South 88°02'58" East, 8.00 feet to the Point of Beginning.

Section 2. That the City of Joplin authorizes placing $12,000.00, in escrow for the purchase of right of way at 1832 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-160 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-161

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-161

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DWH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr RWR	Date: 3-26-13

Recommended Action: Purchase of a temporary construction easement at 2228 Maiden Lane from Mark S. Woodin for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase a temporary construction easement from the described property located at 2228 Maiden Lane. This acquisition will be the 56th of 72 parcels.

Discussion: Staff has reached an agreement with Mark S. Woodin for One Thousand Two Hundred and Ninety-four Dollars, ($1,294.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $1,294.00 for the purchase of a temporary construction easement at 2228 Maiden Lane.

CB2013-161



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-161 ORDINANCE NO.

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2228 Maiden Lane, consisting of part of Lots Numbered Sixty-Nine (69) and Seventy (70)in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Two Hundred Ninety-four and 00/100 dollars ($1,294.00) and containing an emergency clause.

WHEREAS, Mark S. Woodin is the legal owner of property at 2228 Maiden Lane, consisting of part of Lots Numbered Sixty-Nine (69) and Seventy (70)in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a temporary construction easement at 2228 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of a temporary construction easement at 2228 Maiden Lane, consisting of:

Temporary Construction Easement:

A tract of land being a part of Lots 69 and 70 of Ludwig's First Addition to the City of Joplin and described as being the East 5.00 feet of said Lots.

Section 2. That the City of Joplin authorizes placing $1,294.00, in escrow for the purchase of a temporary construction easement at 2228 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of

Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2013-161 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-162

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-162

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3.26.13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of a temporary construction easement at 2508 Maiden Lane from James D. Christman for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase a temporary construction easement from the described property located at 2508 Maiden Lane. This acquisition will be the 57th of 72 parcels.

Discussion: Staff has reached an agreement with James D. Christman for Two Thousand Two Hundred and One Dollars, ($2,201.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $2,201.00 for the purchase of a temporary construction easement at 2508 Maiden Lane.

CB2013-162



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-162 ORDINANCE NO.

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2508 Maiden Lane, consisting of part of Lots Numbered Eighty-four (84), Eighty-five (85) and Eighty-six (86) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Two Hundred One and 00/100 dollars ($2,201.00) and containing an emergency clause.

WHEREAS, James D. Christman is the legal owner of property at 2508 Maiden Lane, consisting of part of Lots Numbered Eighty-four (84), Eighty-five (85) and Eighty-six (86) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a temporary construction easement at 2508 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of a temporary construction easement at 2508 Maiden Lane, consisting of:

Temporary Construction Easement:

A tract of land being a part of Lots 84, 85 and 86 of Ludwig's First Addition to the City of Joplin and described as being the East 5.00 feet of said Lots.

Section 2. That the City of Joplin authorizes placing $2,201.00, in escrow for the purchase of a temporary construction easement at 2508 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-162 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-163

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-163

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of Temporary Construction Easement at 2312 Maiden Lane from Sooner One, L.L.C., for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase a temporary construction easement from the described property located at 2312 Maiden Lane. This acquisition will be the 58th of 72 parcels.

Discussion: Staff has reached an agreement with Sooner One L.L.C., for One Thousand Six Hundred Dollars, ($1,600.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $1,600.00 for the purchase of a temporary construction easement at 2312 Maiden Lane.

CB2013-163



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-163 ORDINANCE NO.

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2312 Maiden Lane, consisting of part of Lots Numbered Seventy-four (74) and Seventy-five (75) and Seventy-Six (76) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Six Hundred and 00/100 dollars ($1,600.00) and containing an emergency clause.

WHEREAS, Sooner One L.L.C., is the legal owner of property at 2312 Maiden Lane, consisting of part of Lots Numbered Seventy-Four (74) and Seventy-Five (75) and Seventy-Six (76) in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a temporary construction easement at 2312 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of a temporary construction easement at 2312 Maiden Lane, consisting of:

Temporary Construction Easement:

A tract of land being a part of Lots 74, 75 and 76 of Ludwig's First Addition to the City of Joplin and described as being the East 5.00 feet of said Lots.

Section 2. That the City of Joplin authorizes placing $1,600.00, in escrow for the purchase of a temporary construction easement at 2312 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-163 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-164

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-164

Engineering Department: Jack Schaller AS	Date: 3-29-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of Right of Way at 1850 Maiden Lane from 15501 Redhill, L.L.C., for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 1850 Maiden Lane. This acquisition will be the 59th of 72 parcels.

Discussion: Staff has reached an agreement with 15501 Redhill L.L.C., for Twelve Thousand Dollars, ($12,000.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $12,000.00 for the purchase of right of way at 1850 Maiden Lane.

CB2013-164



1 inch = 200 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-164 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 1850 Maiden Lane, consisting of part of Misc. Lot 17 of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twelve Thousand and 00/100 dollars ($12,000.00) and containing an emergency clause.

WHEREAS, 15501 Redhill L.L.C., is the legal owner of property at 1850 Maiden Lane, consisting of part of Misc. Lot 17 in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 1850 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 1850 Maiden Lane, consisting of:

New right of Way:

All of a tract of land being a part of Miscellaneous Lot 17 of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 9, thence South 01°55'14" West, 47.10 feet; thence North 88°02'58" West, 42.00 feet to a point on the West line of Maiden Lane and being the Point of Beginning; thence South 01°57'02" West, along the West line of roadway, 56.23 feet; thence South 64°43'38" West, 9.00 feet; thence North 01°57'02" East, 56.23 feet; thence North 64°43'38" East, 9.00 feet to the Point of Beginning, AND All of a tract of land being a part of Miscellaneous Lot 17 of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 9, thence South 01°55'14" West, 391.34 feet; thence North 88°02'58" West, 42.00 feet to a point on the West line of Maiden Lane and being the Point of Beginning; thence South 01°57'02" West, along the West line of roadway, 70.64 feet; thence North 88°02'58" West, 8.00 feet; thence North 01°57'02" East, 70.64 feet; thence South 88°02'58" East, 8.00 feet to the Point of Beginning, AND All of a

tract of land being a part of Miscellaneous Lot 17 of the Southeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Southeast corner of the Southeast Quarter of the Southeast Quarter of said Section 9, thence North 01°55'14" East, 292.01 feet; thence North 88°02'58" West, 42.00 feet to a point on the West line of Maiden Lane and being the Point of Beginning; thence North 01°57'02" East, along the West line of roadway, 401.46 feet; thence North 88°02'58" West, 8.00 feet; thence South 02°39'48" West, 401.81 feet; thence South 89°25'04" East, 13.00 feet to the Point of Beginning.

Section 2. That the City of Joplin authorizes placing $12,000.00, in escrow for the purchase of right of way at 1850 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-164 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-165

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-165

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

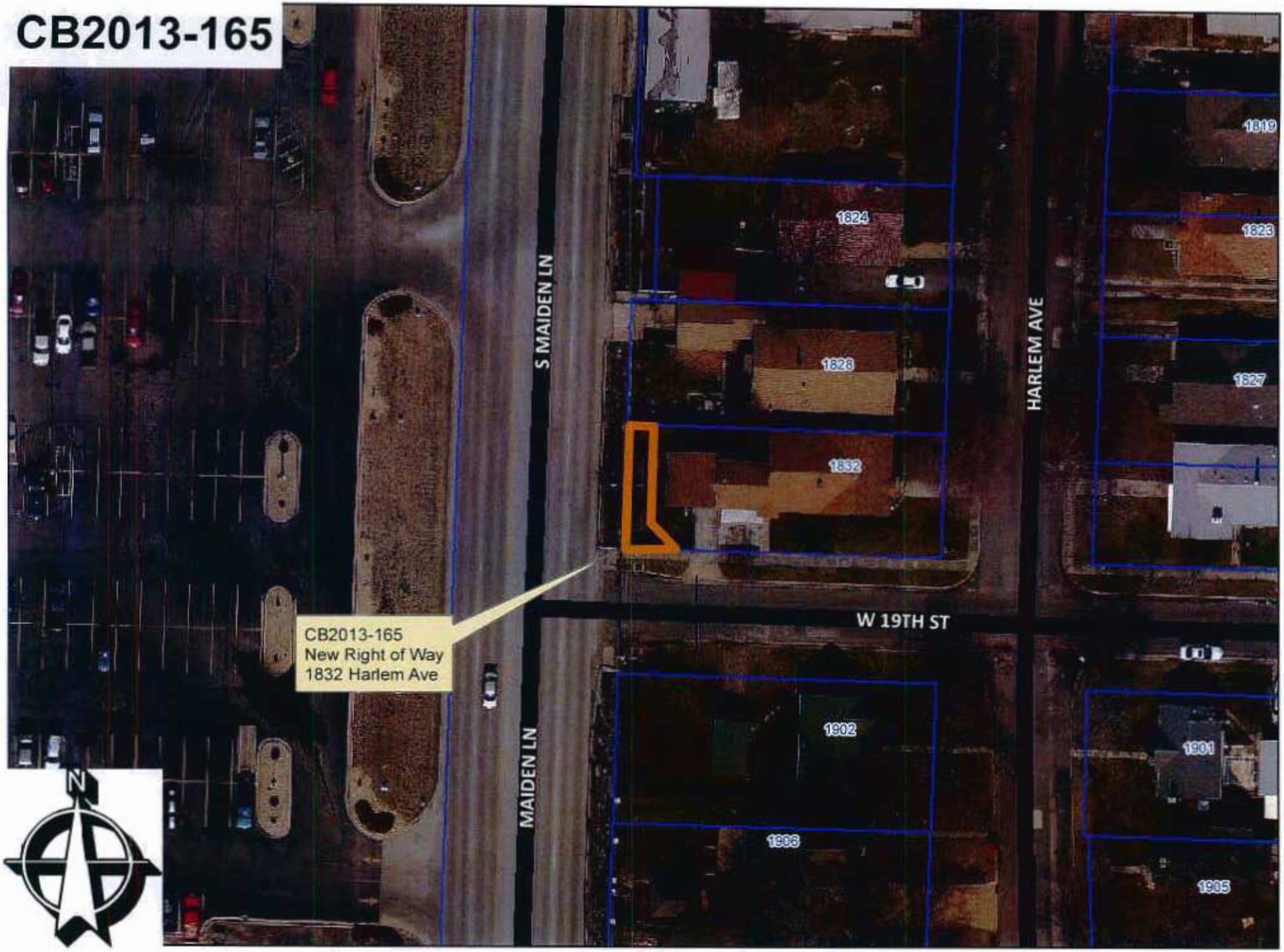
Recommended Action: Purchase of Right of Way at 1832 Harlem Avenue from Jarrod Pace for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 1832 Harlem. This acquisition will be the 60th of 72 parcels.

Discussion: Staff has reached an agreement with Jarrod Pace., for Two Thousand Seven Hundred and Fifty-five Dollars, ($2,755.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $2,755.00 for the purchase of right of way at 1832 Harlem.

CB2013-165



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-165 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 1832 Harlem Avenue, consisting of part of Misc. Lot Forty-Six (46), Parcel Sixty (60) of the Southwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Seven Hundred Fifty-Five and 00/100 dollars ($2,755.00) and containing an emergency clause.

WHEREAS, Jarrod Pace., is the legal owner of property at 1832 Harlem Avenue, consisting of part of Misc. Lot Forty-Six (46), Parcel Sixty (60) of the Southwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 1832 Harlem Avenue, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 1832 Harlem Avenue, consisting of:

New Right of Way:

A tract of land being a part of Miscellaneous Lot 46, Parcel 60 in the Southwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in Jasper county, Missouri and described as Beginning at a point 50 feet North of the Northwest corner of Lot 16 of Clark's Addition to the City of Joplin; thence North 02°07'49" East, along the East line of Maiden Lane, 50.00 feet (48.89' measured); thence South 87°55'15" East, 9.37 feet; thence South 01°57'02" West, 38.90 feet; thence South 42°57'11" East, 14.17 feet to the North line of 19th Street; thence North 87°51'24" West, 19.52 feet to the Point of Beginning.

Section 2. That the City of Joplin authorizes placing $2,755.00, in escrow for the purchase of right of way at 1832 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-165 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-166

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-166

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr RWR	Date: 3-26-13

Recommended Action: Purchase of Right of Way at 1912 Harlem Avenue from Kenneth Martin for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 1912 Harlem. This acquisition will be the 61st of 72 parcels.

Discussion: Staff has reached an agreement with Kenneth Martin., for Three Thousand Four Hundred Dollars, ($3,400.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $3,400.00 for the purchase of right of way at 1912 Harlem.

CB2013-166



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-166 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 1912 Harlem Avenue, consisting of part of Lots Numbered Thirteen (13) and Fourteen (14) in Clark's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand Four Hundred and 00/100 dollars ($3,400.00) and containing an emergency clause.

WHEREAS, Kenneth H. Martin, is the legal owner of property at 1912 Harlem Avenue, consisting of part of Lots Numbered Thirteen (13) and Fourteen (14) in Clark's Addition to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 1912 Harlem Avenue, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 1912 Harlem Avenue, consisting of:

New Right of Way:

A tract of land being a part of Lot 13 and Lot 14 in Clark's Addition to the City of Joplin and described as being all of the West 5.00 feet of said Lot 13 and Lot 14 in Clark's Addition to the City of Joplin.

Section 2. That the City of Joplin authorizes placing $3,400, in escrow for the purchase of right of way at 1912 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-166 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-167

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-167

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of Right of Way at 2218 Harlem Avenue from Victor and Jacquette Hailey for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 2218 Harlem. This acquisition will be the 62nd of 72 parcels.

Discussion: Staff has reached an agreement with Victor and Jacquette Hailey for Five Thousand Five Hundred and Fifty Dollars, ($5,550.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $5,550.00 for the purchase of right of way at 2218 Harlem.

CB2013-167



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-167 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 2218 Harlem Avenue, consisting of part of Lots Numbered Three Hundred Fifty-Five (355) and Three Hundred Fifty-Six (356) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Thousand Five Hundred Fifty and 00/100 dollars ($5,550.00) and containing an emergency clause.

WHEREAS, Victor and Jacquette Hailey are the legal owner of property at 2218 Harlem Avenue, consisting of part of Lots Numbered Three Hundred Fifty-Five (355) and Three Hundred Fifty-Six (356) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 2218 Harlem Avenue, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 2218 Harlem Avenue, consisting of:

New Right of Way:

A tract of land being a part of Lots 355 and 356 in T.W. Cunningham's Addition to the City of Joplin and described as beginning at the Northwest corner of said Lot 356; thence South 87°57'32" East, 19.88; thence South 02°01'48" West, 100.0 feet; thence North 87°57'32" West, 19.93 feet; thence North 02°03'43" East, 100.00 feet to the Point of Beginning.

Temporary Construction Easement:

A tract of land being a part of Lots 355 and 356 in T.W. Cunningham's Addition to the City of Joplin and described as commencing at the Northwest corner of said Lot 356; thence South 87°57'32" East, 19.88 feet to the Point of Beginning; thence South 87°57'32" East, 5.00 feet; thence South 02°01'48" West, 100.0 feet; thence North

87°57'32" West, 5.00 feet; thence North 02°01'48" East, 100.0 feet to the Point of Beginning.

Section 2. That the City of Joplin authorizes placing $5,550, in escrow for the purchase of right of way at 2218 Harlem Avenue. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-167 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-168

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-168

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of a temporary construction easement at 2330 Maiden Lane from the Janet C. Garvin Revocable Trust dated June 12, 2002, and the Robert D. Garvin and Dixie G. Garvin Revocable Trust dated the 8th day of July 2008, for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase a temporary construction easement from the described property located at 2330 Maiden Lane. This acquisition will be the 63rd of 72 parcels.

Discussion: Staff has reached an agreement with the Janet C. Garvin Revocable Trust dated June 12, 2002, and the Robert D. Garvin and Dixie G. Garvin Revocable Trust dated the 8th day of July 2008 for Three Thousand Dollars, ($3,000.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $3,000.00 for the purchase of a temporary construction easement at 2330 Maiden Lane.

CB2013-168



1 Inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-168 ORDINANCE NO.

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2330 Maiden Lane, consisting of part of Lots Numbered Seventy-Seven (77) and Seventy-Eight (78) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand and 00/100 dollars ($3,000.00) and containing an emergency clause.

WHEREAS, The Janet C. Garvin Revocable Trust dated June 12, 2002, and the Robert D. Garvin and Dixie G. Garvin Revocable Trust dated the 8th day of July 2008 are the legal owner of property at 2330 Maiden Lane, consisting of part of Lots Numbered Seventy-Seven (77) and Seventy-Eight (78) in Ludwig's First Addition to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a temporary construction easement at 2330 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of a temporary construction easement at 2230 Maiden Lane, consisting of:

Temporary Construction Easement:

A tract of land being a part of Lots 77 and 78 of Ludwig's First Addition to the City of Joplin, and part of the vacated 24th Street lying between said Lots and described as being the East 5.0 feet of Lot 77 and the East 5.0 feet of vacated 24th Street lying between Lots 77 and 78, and also commencing at the Southeast corner of said Lot 78; thence South 89°23'25" West, along the South line of said Lot, 10.0 feet to the West line of Maiden Lane; thence South 89°23'25" West, 20.00 feet thence North 02°00'56" East, 63.63 feet; thence South 87°23'07" East, 20.00 feet; thence South 02°01'43" West, along the West line of Maiden Lane, 63.63 feet to the Point of Beginning.

Section 2. That the City of Joplin authorizes placing $3,000, in escrow for the purchase of a temporary construction easement at 2230 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-168 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-169

Item: Motor Vehicle Expenditures
Originating Department: Public Works – Street Division

Attachments: 1) Bid Tabulations
2) Council Bill No. 2013-169

Operations Planning: Jack Schaller	Date: 3-20-13
Department Head: David Hertzberg	Date: 3/25/13
Finance Department: Leslie Jones	Date: 3-26-13
City Attorney: Brian Head	Date: 3/26/13
City Manager: Mark Rohr	Date: 3-26-13

Recommended Action: Approval of the purchase of a Utility Tractor for the Street Division.

Background: This utility tractor replaces a tractor that was damaged due to fire while mowing grass at the intersection of E. 4th and 7th street. Requests for bids were publically announced for a Utility Tractor to be utilized in the Street Division.

Discussion: Three bids were received for the Utility Tractor, with the lowest bid presented by S & H Farm Supply Inc., in the amount of $36,400.00. The equipment as bid meets the specifications requested by the Public Works Department and is the lowest and best bid of all that were received. Since the tractor that this one is replacing was damaged, a replacement tractor was not budgeted for because it wasn't anticipated that the other tractor would be damaged. The original bid was $34,830.00 with additional extended warranty in the amount of $1,570.00 leaving a balance of $36,400.00. The budget will need to be amended to allow for the purchase price of $36,400.00.

Recommendation: It is recommended that the City accept the bid as described for the purchase of a Utility Tractor.

CITY OF JOPLIN
BID TABULATION

BID #	2013-20	**AWARDED:**	S & H Farm Supply
BID FOR:	Utility Tractor	**BID PRICE**	$37,058.98
CLOSING DATE:	March 12, 2013	**DEPT:**	Public Works
CLOSING TIME:	2:00pm	**BID OPENED BY:**	Dean Smith

COMPANY:	**S & H Farm Supply**	**Legacy Farm**	**Legacy Farm**			
LOCATION	4060 Coyote Dr.	404 S Prosperity	404 S Prosperity			
SALESPERSON	Jason Ruddick	Don Housh	Don Housh			
TELEPHONE	417-659-8334	417-781-5556	417-781-5556			
BID PRICE	$34,830.00	$40,000.00	$40,031.81			
OPTIONS	$1,570.00	$1,170.00	$1,170.00			
BID PRICE/ DELIVERED	$36,400.00	$41,170.00	$41,201.81			
MANUFACTURER	New Holland	John Deere	John Deere			
MODEL	T4.75	5075 M	5083E			
YEAR	2012	2013	2013			

COUNCIL BILL NO. 2013- 169 ORDINANCE NO.

AN ORDINANCE approving the Purchase Order with S & H Farm Supply Inc., in the amount of Thirty Six Thousand Four Hundred and 00/100 Dollars ($36,400.00), in the City of Joplin, Missouri; providing how the cost shall be made and levied and containing an emergency clause.

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

Section 1. Approve the Purchase Order with S & H Farm Supply Inc., in the amount of Thirty Six Thousand Four Hundred and 00/100 Dollars ($36,400.00) in the City of Joplin, Missouri.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Section 4. The fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of Thirty Six Thousand Four Hundred Dollars and No Cents ($36,400.00) for the purpose of adding additional budget funds for the full purchase price.

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase of appropriations.

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-170

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-170

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg	Date:
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of a temporary construction easement at 2426 Maiden Lane from OX L.L.C, for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase a temporary construction easement from the described property located at 2426 Maiden Lane. This acquisition will be the 64th of 72 parcels.

Discussion: Staff has reached an agreement with OX L.L.C., for One Thousand Five Hundred Dollars, ($1,500.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $1,500.00 for the purchase of a temporary construction easement at 2426 Maiden Lane.

CB2013-170



1 inch = 60 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-170 ORDINANCE NO.

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2426 Maiden Lane, consisting of part of Lots Numbered Eighty (80) and Eighty-One (81) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Five Hundred and 00/100 dollars ($1,500.00) and containing an emergency clause.

WHEREAS, OX L.L.C., is legal owner of property at 2426 Maiden Lane, consisting of part of Lots Numbered Eighty (80) and Eighty-One (81) in Ludwig's First Addition to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a temporary construction easement at 2426 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of a temporary construction easement at 2426 Maiden Lane, consisting of:

Temporary Construction Easement:

A tract of land being a part of Lots 80, 81, 82 and 83 of Ludwig's First Addition to the City of Joplin and described as being the East 5.00 feet of said Lots.

Section 2. That the City of Joplin authorizes placing $1,500, in escrow for the purchase of a temporary construction easement at 2426 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-170 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-171

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-171

Engineering Department: Jack Schaller	Date: 3-25-13
Department Head: David Hertzberg	Date: 3/25/13
Finance Department: Leslie Jones	Date: 3-26-13
City Attorney: Brian Head	Date: 3/26/13
City Manager: Mark Rohr	Date: 3-26-13

Recommended Action: Purchase of a temporary construction easement at 2408 Maiden Lane from OX L.L.C, for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase a temporary construction easement from the described property located at 2408 Maiden Lane. This acquisition will be the 65th of 72 parcels.

Discussion: Staff has reached an agreement with OX L.L.C., for Two Thousand Seven Hundred Dollars, ($2,700.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $2,700.00 for the purchase of a temporary construction easement at 2408 Maiden Lane.

CB2013-171



1 inch = 50 feet

Date: 3/22/2013

COUNCIL BILL NO. 2013-171 ORDINANCE NO.

AN ORDINANCE approving the purchase of a temporary construction easement from property at 2408 Maiden Lane, consisting of part of Lot Numbered Seventy-Nine (79) in Ludwig's First Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Seven Hundred and 00/100 dollars ($2,700.00) and containing an emergency clause.

WHEREAS, OX L.L.C., is legal owner of property at 2408 Maiden Lane, consisting of part of Lot Numbered Seventy-Nine (79) in Ludwig's First Addition to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a temporary construction easement at 2408 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of a temporary construction easement at 2408 Maiden Lane, consisting of:

Temporary Construction Easement:

A tract of land being a part of Lot 79 of Ludwig's First Addition to the City of Joplin and described as commencing at the Southeast corner of said Lot 79, thence West, 10.0 feet to the current West line of Maiden Lane and being the Point of Beginning; thence West, 20.0 feet; thence North, 90.0 feet; thence East, 20.0 feet to said West line of roadway; thence South, 90.0 feet to the Point of Beginning.

Section 2. That the City of Joplin authorizes placing $2,700, in escrow for the purchase of a temporary construction easement at 2408 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-171 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-172

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-172

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date:
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of Right of Way and a Temporary Construction Easement from 1618 W. 26th Street from Joseph Properties for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire right of way and a temporary construction easement from the described property located at 1618 W. 26th Street. This acquisition will be the 37th of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for Five Thousand One Hundred Dollars ($5,100.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $5,100.00 for the purchase of the described right of way and temporary construction easement at 1618 W. 26th Street.

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

Ph. 417-358-9551 · 1745 South Garrison, Carthage, Missouri 64836 · Fax 417-358-4224

ACCEPTANCE FORM

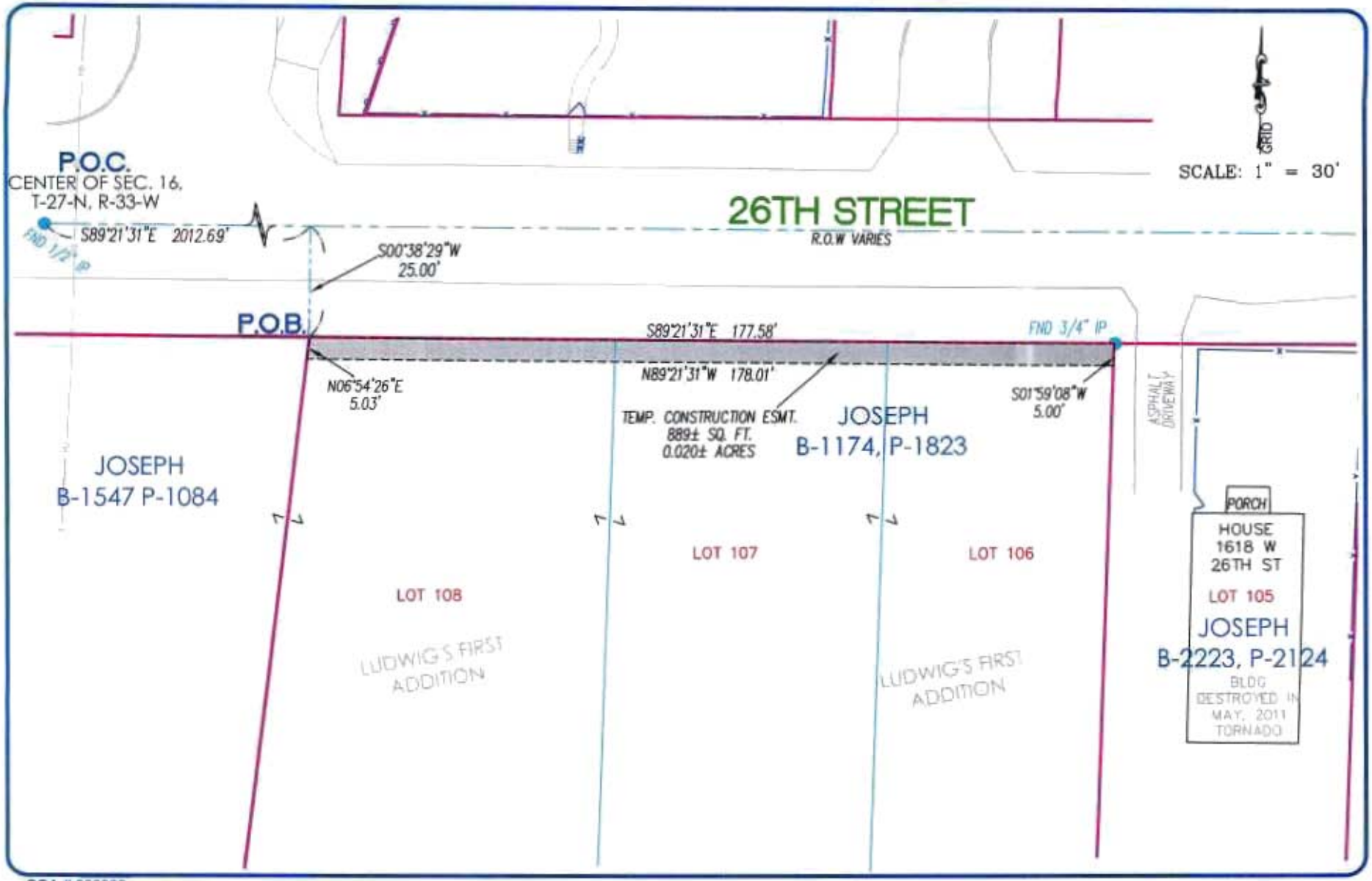
Project	26th Street Improvements between Maiden Lane and Schifferdecker
Property Owner(s)	Joseph Properties 1520 W. 10th Street Joplin, MO 64801
Property Address	1612 W. 26th Street and others

Total Compensation as Detailed in Appraisal $5,100

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

Sign Richard J. Joseph Sr. Date March 1, 2013
for Joseph Properties

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way, permanent easement, and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.



COA # 000062

ANDERSON ENGINEERING, INC

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 889-5781

THE CITY OF JOPLIN

TEMPORARY CONSTRUCTION EASEMENT SKETCH

W. 26TH STREET, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 12-31-2012	FIELD BK: --
CLIENT NO: 80004-10	DRAWING NO: 109407.DWG

COUNCIL BILL NO. 2013-172 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Joseph Properties for property at 1618 W. 26th Street, consisting of property lying in the Northeast Quarter of the Southeast Quarter of Section 16, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Thousand One Hundred and 00/100 dollars ($5,100.00) and containing an emergency clause.

WHEREAS, Joseph Properties is the legal owners of property at 1618 W. 26th Street; consisting of property lying in the Northeast Quarter of the Southeast Quarter of Section 16, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Widening Improvements on 26th Street from Maiden Lane to Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and a temporary construction easement at 1618W. 26th Street, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way and a temporary construction easement from 1618 W. 26th Street;

Right of Way:

A TRACT OF LAND AS LYING IN LOTS 102 AND 103 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1212, PAGE 95 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, SOUTH 89°21'31" EAST, 2295.30 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°38'29" WEST, 25.00 FEET TO THE POINT OF BEGINNING SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89°21'31" EAST, 110.03 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND ALONG THE GRANTOR'S EAST LINE, SOUTH 01°59'08" WEST, 15.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 81°34'16" WEST, 110.70 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 826 SQUARE FEET AND 0.019 ACRES, MORE OR LESS.

Temporary Construction Easement:

A 5.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT AS LYING IN LOT 104 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1385, PAGE 1986 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, SOUTH 89°21'31" EAST, 2245.29 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°38'29" WEST, 25.00 FEET TO THE POINT OF BEGINNING SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89°21'31" EAST, 50.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND ALONG THE GRANTOR'S EAST LINE, SOUTH 01°59'08" WEST, 5.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°21'31" WEST, 50.00 FEET TO A POINT LYING ON THE GRANTOR'S WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 01°59'08" EAST, 5.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 250 SQUARE FEET AND 0.006 ACRES, MORE OR LESS.

Section 2. That the City of Joplin authorize placing $5,100 in escrow for the purchase of the right of way and atemporary construction easement at1618 W. 26th Street. Payment will be made from account #145-4565-520-8105 Project TC0511.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-172 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-173

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-173

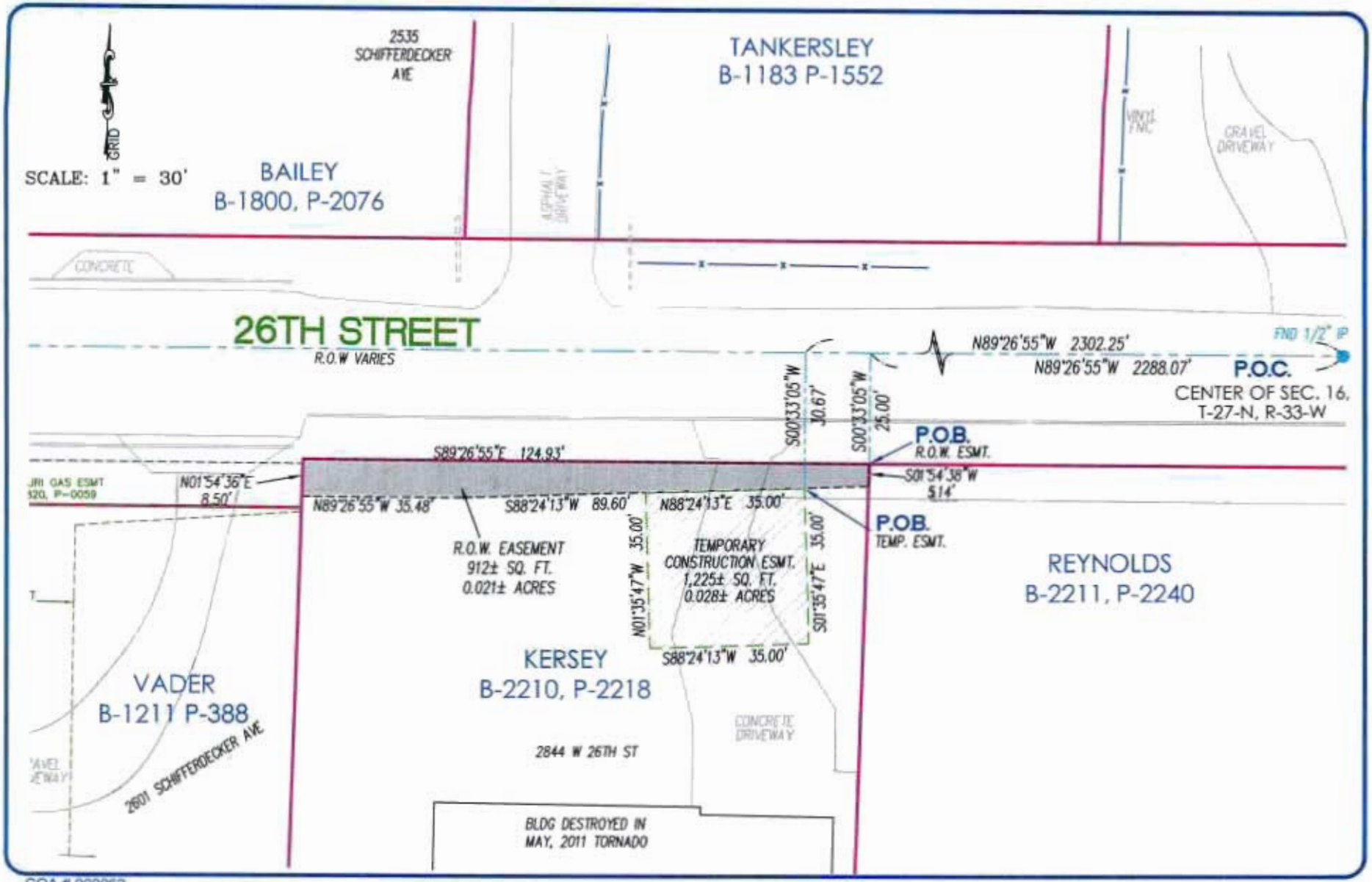
Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of a Temporary Construction Easement from 2844 W. 26th Street from Charles and Alma Kersey for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire a temporary construction easement from the described property located at 2844 W. 26th Street. This acquisition will be the 38th of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for Six Hundred Seventy-Six Dollars ($676.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $676.00 for the purchase of the described temporary construction easement at 2844 W. 26th Street.



COA # 000062

ANDERSON ENGINEERING, INC

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THE CITY OF JOPLIN

RIGHT-OF-WAY & TEMPORARY CONSTRUCTION EASEMENT SKETCH

2844 WEST 26TH STREET, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 12-31-2012	FIELD BK: -
CLIENT NO: 80004-10	DRAWING NO: 109407.DWG

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

Ph. 417-358-9551 · 1745 South Garrison, Carthage, Missouri 64836 · Fax 417-358-4224

ACCEPTANCE FORM

Project	26th Street Improvements between Maiden Lane and Schifferdecker
Property Owner(s)	Charles and Alma Kersey 308 N. Schifferdecker Joplin, MO 64801
Property Address	2844 W. 26th Street
Total Compensation as Detailed	~~$550~~ 676.00 not 5.

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

Sign _____ Date _____
Charles Kersey

Sign X Alma J Kersey Date 2-6-13
Alma Kersey

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

Monett Office · P.O. Box 286, 218 5th Street, Monett, Missouri 65708 Ph. 417-236-0112 Fax 417-236-0113

COUNCIL BILL NO. 2013-173 ORDINANCE NO.

AN ORDINANCE approving the purchase of a temporary construction easement from Charles and Alma Kersey for property at 2844 W. 26th Street, consisting of property lying in the NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Six Hundred Seventy-Six and 00/100 dollars ($676.00) and containing an emergency clause.

WHEREAS, Charles and Alma Kersey are the legal owners of property at 2844 W. 26th Street; consisting of property lying in the NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Widening Improvements on 26th Street from Maiden Lane to Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a temporary construction easement at2844 W. 26th Street, described herein.

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

Section 1. That the City of Joplin approve the purchase of a temporary construction easement from 2844 W. 26th Street;

Temporary Construction Easement:

A TEMPORARY CONSTRUCTION EASEMENT AS LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2210, PAGE 2218 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER, NORTH 89°26'55" WEST, 2,302.25 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°33'05" WEST, 30.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°35'47" EAST, 35.00 FEET; THENCE SOUTH 88°24'13" WEST, 35.00 FEET; THENCE NORTH 01°35'47" WEST, 35.00 FEET; THENCE NORTH 88°24'13" EAST, 35.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 1,225 SQUARE FEET AND 0.028 ACRES, MORE OR LESS.

Section 2. That the City of Joplin authorize placing $676.00 in escrow for the purchase of the temporary construction easement at 2844 W. 26th Street. Payment will be made from account #145-4565-520-8105 Project TC0511.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-173 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-174

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-174

Engineering Department: Jack Schaller JS	Date: 3-25-13
Department Head: David Hertzberg DKH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of Right of Way and a Temporary Construction Easement from 2530 Maiden Lane from Frank and Valerie Ikerd for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire right of way and a temporary construction easement from the described property located at 2530 Maiden Lane. This acquisition will be the 39th of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for Eight Thousand Nine Hundred Forty Dollars ($8,940.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $8,940.00 for the purchase of the described right of way and temporary construction easement at 2530 Maiden Lane.

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

ACCEPTANCE FORM

Project	26th Street Improvements between Maiden Lane and Schifferdecker
Property Owner(s)	Frank and Valerie Ikerd 5489 Maple Drive Joplin, MO 64804
Property Address	2530 S. Maiden Lane
Total Compensation	$8,940

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

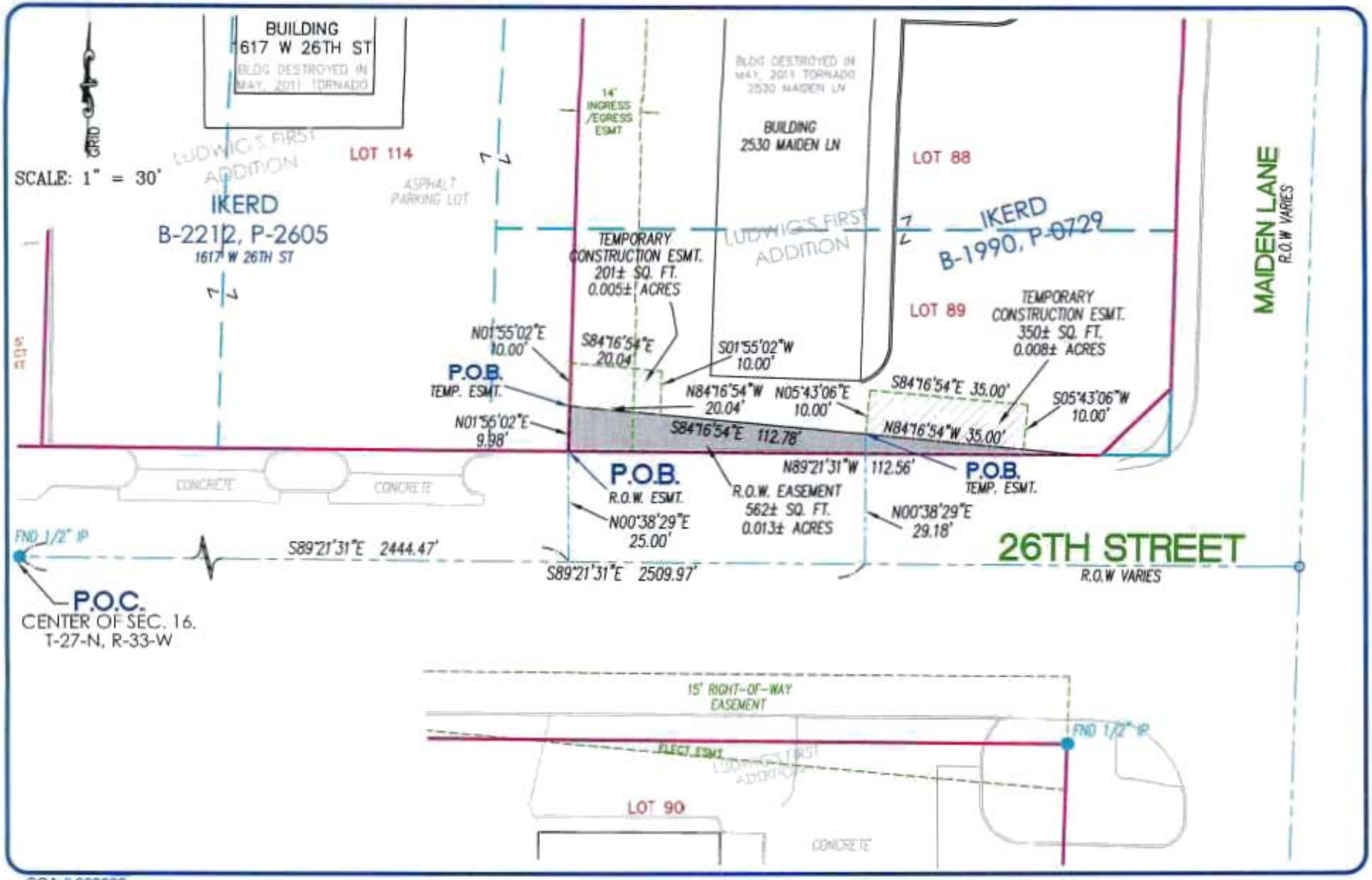
Signature _____ Date 3/17/13

Frank Ikerd

Signature _____ Date 3/17/13

Valerie Ikerd

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.



COA # 000062

ANDERSON ENGINEERING, INC

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 886-2741

THE CITY OF JOPLIN

RIGHT-OF-WAY & TEMPORARY CONSTRUCTION EASEMENT SKETCH

2530 MAIDEN LANE, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 12-31-2012	FIELD BK: -
CLIENT NO: 80004-10	DRAWING NO: 109407.DWG

COUNCIL BILL NO. 2013-174 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Frank and Valerie Ikerd for property at 2530 Maiden Lane, consisting of a tract of land as lying in Lot 89 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Eight Thousand Nine Hundred Forty and 00/100 dollars ($8,940.00) and containing an emergency clause.

WHEREAS, Frank and Valerie Ikerd are the legal owners of property at 2530 Maiden Lane; consisting of a tract of land as lying in Lot 89 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Widening Improvements on 26th Street from Maiden Lane to Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and a temporary construction easement at 2530 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way and a temporary construction easement from 2530 Maiden Lane;

Right of Way

A TRACT OF LAND AS LYING IN LOT 89 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1990, PAGE 729 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 89°21'31" EAST, 2444.47 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°38'29" EAST, 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG THE GRANTORS WEST LINE, NORTH 01°55'02" EAST, 9.98 FEET; THENCE SOUTH 84°16'54" EAST, 112.78 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 89°21'31" WEST, 112.56 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST

QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 562 SQUARE FEET AND 0.013 ACRES, MORE OR LESS.

Temporary Construction Easement:

A IRREGULAR SHAPED TEMPORARY CONSTRUCTION EASEMENT BEING PART OF A TRACT OF LAND AS LYING IN LOT 113 AND LOT 114 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2212, PAGE 2605 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 89°21'31" EAST, 2328.08 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 00°38'29" EAST, 25.00 FEET TO A POINT LYING ON THE GRANTOR'S WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 01°53'55" EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°53'35" EAST, 5.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°21'31" EAST, 18.99 FEET; THENCE NORTH 01°53'35" EAST, 10.00 FEET; THENCE SOUTH 89°21'31" EAST, 35.00 FEET; THENCE SOUTH 01°53'35" WEST, 15.00 FEET; THENCE NORTH 89°21'31" WEST, 54.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 620 SQUARE FEET AND 0.014 ACRES, MORE OR LESS.

AND ALSO;

A 10.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING PART OF A TRACT OF LAND AS LYING IN LOT 114 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2212, PAGE 2605 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 89°21'31" EAST, 2392.29 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 00°38'29" EAST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°55'02" EAST, 10.00 FEET; THENCE SOUTH 89°21'31" EAST, 35.00 FEET; THENCE SOUTH 01°55'02" WEST, 10.00 FEET; THENCE NORTH 89°21'31" WEST, 35.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 350 SQUARE FEET AND 0.008 ACRES, MORE OR LESS

Section 2. That the City of Joplin authorize placing $8,940 in escrow for the purchase of right of way and the temporary construction easement at 2530 Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0511.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-174 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-175

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-175

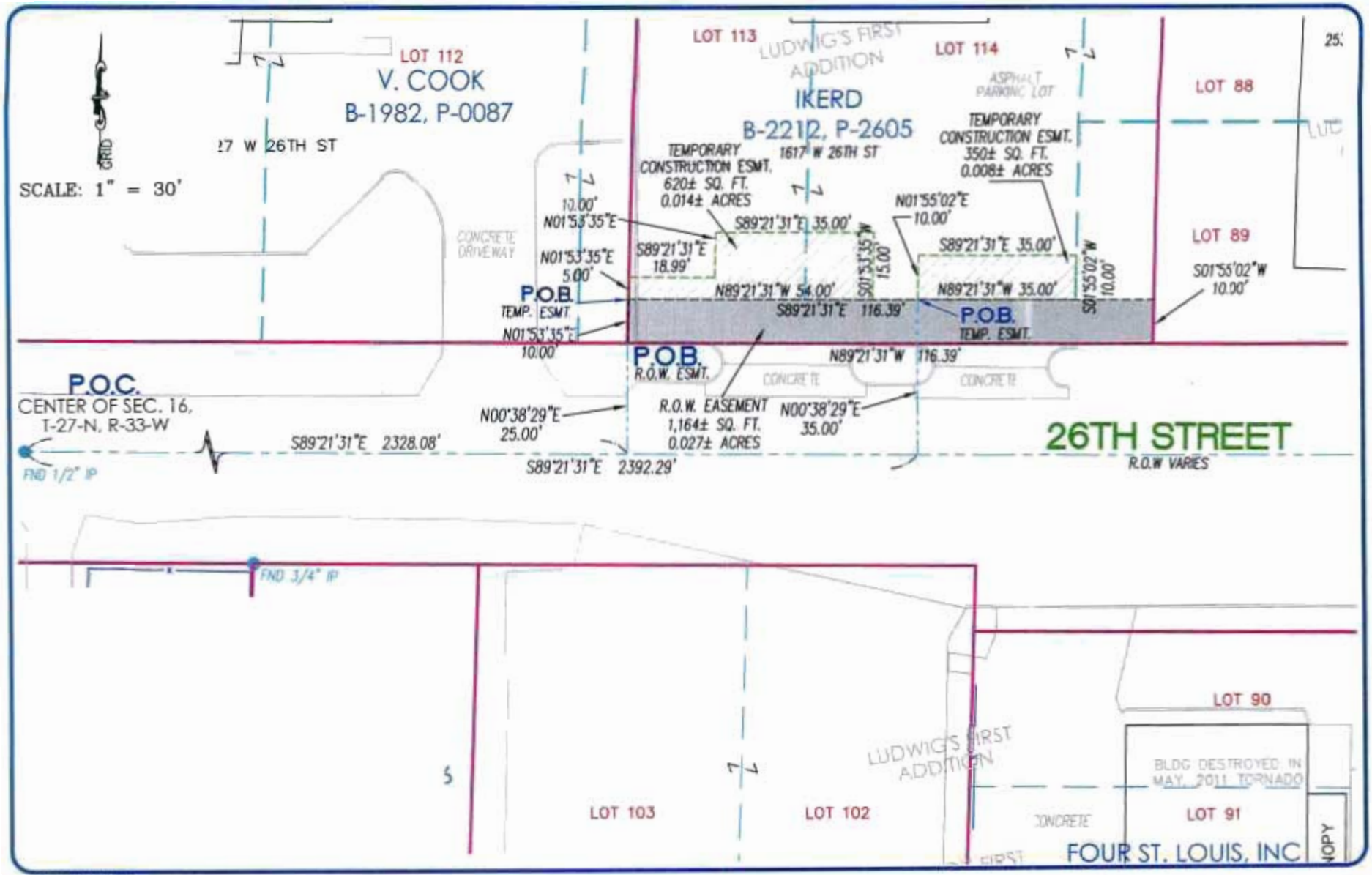
Engineering Department: Jack Schaller JS	Date: 3-29-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Purchase of Right of Way and a Temporary Construction Easement from 1617 W. 26th Street from Frank and Valerie Ikerd for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire right of way and a temporary construction easement from the described property located at 1617 W. 26th Street. This acquisition will be the 39th of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for Ten Thousand Dollars ($10,000.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $10,000.00 for the purchase of the described right of way and temporary construction easement at 1617 W. 26th Street.



COA # 000062

ANDERSON ENGINEERING, INC
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

THE CITY OF JOPLIN

RIGHT-OF-WAY & TEMPORARY CONSTRUCTION EASEMENT SKETCH

1617 W. 26TH STREET, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 12-31-2012	FIELD BK: -
CLIENT NO: 80004-10	DRAWING NO: 109407.DWG

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

ACCEPTANCE FORM

Project	26th Street Improvements between Maiden Lane and Schifferdecker
Property Owner(s)	Frank and Valerie Ikerd 5489 Maple Drive Joplin, MO 64804
Property Address	1617 W. 26th Street
Total Compensation	$10,000

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

Signature _____ Date 3/17/13

Frank Ikerd

Signature _____ Date 3/17/13

Valerie Ikerd

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

COUNCIL BILL NO. 2013-175 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from Frank and Valerie Ikerd for property at 1617 W. 26th, consisting of a tract of land as lying in Lots 89, 113 and 114 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Ten Thousand and 00/100 dollars ($10,00.00) and containing an emergency clause.

WHEREAS, Frank and Valerie Ikerd are the legal owners of property at 1617 W. 26th Street; consisting of a tract of land as lying in Lot 89, 113 and 144 OF LUDWIG'S FIRST ADDITION and also lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Widening Improvements on 26th Street from Maiden Lane to Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and a temporary construction easement at 1617 W. 26th Street, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way and a temporary construction easement from 1617 W. 26th Street;

Right of Way

A 10.00 FOOT WIDE TRACT OF LAND AS LYING IN LOTS 89, 113 AND LOT 114 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2212, PAGE 2605 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 89°21'31" EAST, 2328.08 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°38'29" EAST, 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG THE GRANTORS WEST LINE, NORTH 01°53'35" EAST, 10.00 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89°21'31" EAST, 116.39 FEET TO A POINT LYING ON THE GRANTORS EAST LINE; THENCE ALONG SAID EAST LINE, SOUTH 01°55'02" WEST, 10.00 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY,

NORTH 89°21'31" WEST, 116.39 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 1,164 SQUARE FEET AND 0.027 ACRES, MORE OR LESS.

Temporary Construction Easement:

A IRREGULAR SHAPED TEMPORARY CONSTRUCTION EASEMENT BEING PART OF A TRACT OF LAND AS LYING IN LOT 113 AND LOT 114 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2212, PAGE 2605 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 620 SQUARE FEET AND 0.014 ACRES, MORE OR LESS.

AND ALSO:

A 10.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING PART OF A TRACT OF LAND AS LYING IN LOT 114 OF LUDWIG'S FIRST ADDITION AND ALSO LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2212, PAGE 2605 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 89°21'31" EAST, 2392.29 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 00°38'29" EAST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°55'02" EAST, 10.00 FEET; THENCE SOUTH 89°21'31" EAST, 35.00 FEET; THENCE SOUTH 01°55'02" WEST, 10.00 FEET; THENCE NORTH 89°21'31" WEST, 35.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST

QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 350 SQUARE FEET AND 0.008 ACRES, MORE OR LESS

Section 2. That the City of Joplin authorize placing $10,000 in escrow for the purchase of right of way and the temporary construction easement at 1617 W. 26th Street. Payment will be made from account #145-4565-520-8105 Project TC0511.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

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

COUNCIL BILL NO. 2013-175 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-176

Item: Crossroads Public Sewer Extension # 9
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tab
3) Council Bill No. 2013-176

Engineering: Jack Schaller JLS	Date:
Department Head: David Hertzberg DXH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

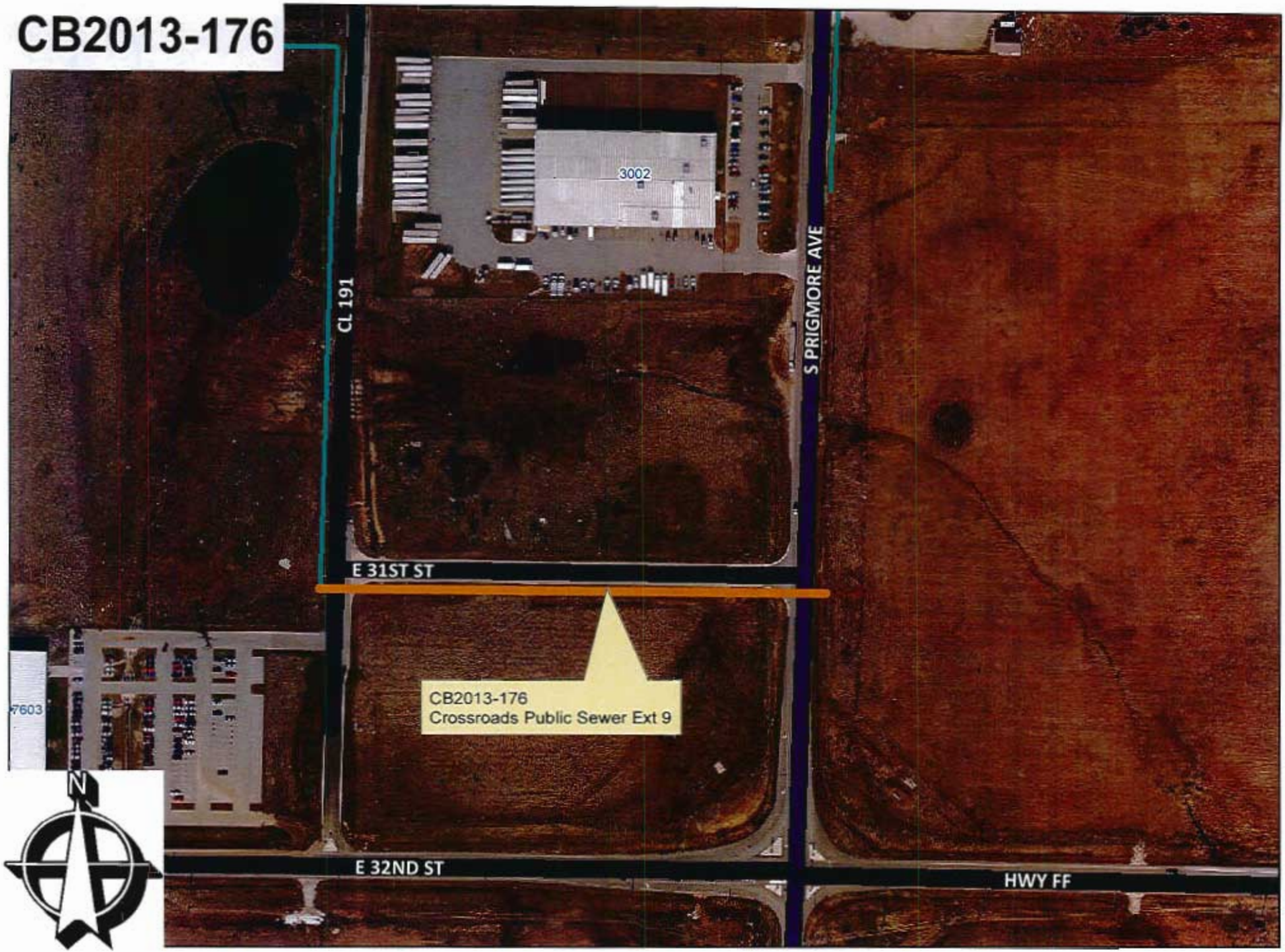
Recommended Action: Award of contract with Cobble Construction in the amount of $35,455.54 for the construction of the Crossroads Public Sewer Extension # 9.

Background: City staff was aware of the need to serve a new industry in the Crossroads Industrial Park and evaluated several alternative sewer extension routes to serve the new industry. Based on the cost of the extension and the ability to serve the new industry as well as two currently unoccupied lots a route along the south side of 31st Street was chosen. A consultant was selected for the design of the sewer, while the bid documents and bid process was done by City staff.

Discussion: Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Five firms submitted bids (see attached bid tabulations), which were opened on March 21, 2013. The low bid for this project was $35,455.54 submitted by Cobble Construction. The low bid was below the Engineer's estimate. The project is being funded from the sanitary sewer fund and will be charged to the "Sanitary Sewer Extension" account which was budgeted with $100,000.00 in the 2013 budget.

Recommendation: Staff recommends an award of contract with Cobble Construction in the amount of $35,455.54 for the construction of the Crossroads Public Sewer Extension # 9.

CB2013-176



1 inch = 200 feet

Date: 3/22/2013

BID TABULATION

PROJECT: Crossroad Public Sewer Extension #9
DATE OF BID OPENING: March 21, 2013 10:00 a.m.

CONTRACTOR	BID
Cobble Excavating	35,455.54
Emery Sapp	45,646.21
Kenny Singer	42,707.85
Sprouls Construction	71,146.00
Southard Construction	36,630.50

COUNCIL BILL NO. 2013- 176 ORDINANCE NO.

AN ORDINANCE approving the contract with Cobble Construction in the amount of Thirty Five Thousand Four Hundred Fifty Five and 54/100 Dollars ($35,455.54) for the Crossroads Public Sewer Extension # 9, in the City of Joplin, Missouri, providing how the cost shall be paid; 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, , Cobble Construction in the amount of Thirty Five Thousand Four Hundred Fifty Five and 54/100 Dollars ($35,455.54) for the Crossroads Public Sewer Extension # 9 in the City of Joplin is hereby approved.

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, said contractor shall be paid the sum due.

Section 3. That the Director of Public Works is hereby authorized to enter into contract on behalf of the City of Joplin with Cobble Construction.

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 and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available to pay the amount called for in said contract in cash from the Sanitary Sewer Extension Fund No. 415-4542-540-8625, to pay the amounts called for on the basis of bids received.

_____
Leslie Jones, Finance Director

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-177

Item: Consultant Agreement Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Time Schedule and Estimate of Engineering Costs
3) Council Bill No. 2013-177

Engineering Department: Jack Schaller JS Date: 3/25/13
Department Head: David Hertzberg DH Date: 3/25/13
City Attorney: Brian Head BH Date: 3/26/13
City Manager: Mark Rohr MR Date: 3-26-13
Finance Department: Leslie Jones LJ Date: 3-26-13

Recommended Action: Approval of Consultant Agreement with Tri-State Engineering not to exceed the amount of $195,857 for professional services for the 20th Street Transit Pedestrian and Bicycle Facilities Upgrade.

Background: This project is for the TIGER Grant 20th Street Transit Pedestrian and Bicycle Facilities upgrades TDG-3200(718) project 5. It consists of a total of 3000 feet (1500 feet each side of road) of concrete walkway 10 feet wide and a trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard.

Discussion: City staff requested and received qualifications from five engineering firms for professional survey, design and geotechnical, and project management work for the TIGER Grant 20th Street Transit Upgrades Project. Because of the timeframe of this project, this contract pulls all project services together into a turnkey contract for one consultant. The contract consists of survey, legal descriptions, geotechnical, engineering, project management; right of way appraisals, review appraisals, negotiations, construction inspection, Federal Highway interface and project close out.

This project is federally funded. Staff recommends Tri-State Engineering to provide these services. Attached is the consultant agreement with the schedule and scope of work. This includes a not to exceed amount of $195,857 which falls within industry standards for consulting costs.

Recommendation: Consultant Agreement with Tri-State Engineering not to exceed the amount of $195,857 for professional survey, design and geotechnical, project management, and right of way work for the TIGER Grant 20th Street Transit Upgrades Project pending approval by MoDOT.

CB2013-177



1 inch = 250 feet

Date: 3/25/2013

SPONSOR: City of Joplin, Missouri
LOCATION: Joplin, Missouri
PROJECT: 20th Street Transit Upgrades Project TDG-3200(718) Project 5

THIS CONTRACT is between Joplin, Missouri, hereinafter referred to as the "Local Agency", and Tri-State Engineering, Inc. hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its TIGER IV Grant Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct transit, pedestrian and bicycle facilities along 20th Street from Rangeline Road to Murphy Boulevard and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

B. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

None

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on August 2, 2013.

B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard

Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $4,800, with a ceiling established for said design services in the amount of $40,783, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $4,004, with a ceiling established for said inspection services in the amount of $32,601, which amount shall not be exceeded.

C. For performing the following additional services: 1. appraisals and appraisal review, negotiate with property owners and otherwise provide services in connection with acquiring all right-of-way needed to construct this project; 2. geotechnical investigation and report for required retaining walls; and 3. Surveying services including topographic surveys and boundary surveys of required right-of-way parcels; the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $16,000.00, with a ceiling established for said services in the amount of $122,500.00, which amount shall not be exceeded.

D. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

E. Actual costs in Sections A, B and C above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount estimated at 86.46% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount estimated at 111.58% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Local Agency's receipt of the Consultant's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: 1. Structural design of required retaining walls and 2. geotechnical investigation for retaining walls.

Sub-Consultant Name	Address	Services
JS Smith Consulting	411 S. Adele Ave., Joplin, MO	Structural Design
Palmerton & Parrish, Inc.	6 W. Kearney Springfield, MO	Geotechnical Investigation

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Consultant its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $1,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $1,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(E) Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2013.

Executed by the City this ____ day of _____, 2013.

FOR: JOPLIN, MISSOURI

BY: _____
Title

ATTEST: _____
City Clerk

FOR: TRI-STATE ENGINEERING, INC.

BY: _____
Title President

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____

CITY ACCOUNTING OFFICER

ATTACHMENT A

Scope of Services

1. Data Gathering:
   - Conduct topographic and boundary surveys
   - Gather title information on adjacent properties
   - Review MoDOT plans, floodplain maps, flood insurance study, plans for existing box culverts, and existing storm sewer plans
   - Photograph existing structures and properties for Section 106 review
   - Conduct hydrologic/hydraulic study for drainage structures and no rise certificate
   - Conduct geotechnical investigation (by subconsultant)
   - Request environmental review from MoDOT

2. Preliminary Plans:
   - Coordinate project scope with City and MoDOT
   - Storm sewer or box culvert improvements **are not** included in the scope of services for this project
   - Prepare preliminary plans for submittal to MoDOT and City
   - Revise preliminary plans as necessary

3. Right-of-Way Plans
   - Based on approved preliminary plans, prepare right-of-way plans
   - Submit right-of-way plans to City and MoDOT for review
   - Revise right-of-way plans as necessary

4. Right-of-Way Acquisition
   - Perform appraisals and appraisal review, negotiate with property owners and otherwise provide services in connection with acquiring all right-of-way needed to construct this project
   - All cost associated with the actual purchase or condemnation acquisition of the right-of -way **is not** included

5. Final Plans and Specifications
   - Based on approved preliminary and right-of-way plans, prepare final plans, specifications and bidding documents
   - Submit final plans and specifications to the City and MoDOT for review
   - Revise final plans, specifications and bidding documents as necessary

6. Bidding and construction
   - Answer bidders' questions, issue any required addenda, and accept bids
   - Review bids and recommend award of contract to lowest response bidder
   - Assist City in preparing construction contracts
   - Attend preconstruction meeting and keep notes for distribution
   - Issue notice to proceed
   - Review construction schedule, submittals and periodic pay requests

- Provide Resident Project Representative to observe construction for 4 hours per day for 90 working days
- No construction material testing is included in our services
- Conduct substantial completion inspection and prepare final punch list
- Conduct final inspection
- Gather final documentation from contractor to present to City
- Prepare record drawings based on contractor provided plans

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE

	Hours	Rate (Salary Only)	Cost
Engineer	133	$38.63	$5,137.79
EIT	51	$24.05	$1,226.55
Technician	239	$21.50	$5,138.50
SUBTOTAL			$11,503
Payroll Overhead (Est. at 86.46% X SUBTOTAL))			$ 9,945
General and Admin. Overhead (Est. at 111.58% X SUBTOTAL))			$12,835
TOTAL LABOR & OVERHEAD			$34,284
Fixed Fee (14 Percent X TOTAL LABOR & OVERHEAD)			*$ 4,800*
TOTAL LABOR, OVERHEAD AND FIXED FEE			$39,083
Other Direct Costs			
Reimbursable (Printing for Plan Submittal) (City of Joplin to Provide Printing for Plan Distribution)			$ 400
Lab Testing Fees (Additional Services)			
Structural Engineering Sub-Consultant Fee			$ 1,300
TOTAL FOR DESIGN PHASE			**$40,783**

CONSTRUCTION PHASE

	Hours	Rate (Salary Only)	Cost
Engineer	28	$38.63	$1,081.64
Resident Project Representative	416	$20.00	$8,320.00
Technician	9	$21.50	$ 193.50
SUBTOTAL			$9,595
Payroll Overhead (Est. at 86.46% X SUBTOTAL))			$ 8,296
General and Admin. Overhead (Est. at 111.58% X SUBTOTAL))			$10,706
TOTAL LABOR & OVERHEAD			$28,597
Fixed Fee (14 Percent X TOTAL LABOR & OVERHEAD)			*$ 4,004*
TOTAL LABOR, OVERHEAD AND FIXED FEE			$32,601

Other Direct Costs

Reimbursable (Printing for Plan Submittal)
(City of Joplin to Provide Printing for Plan Distribution)
Lab Testing Fees (Additional Services)

TOTAL FOR DESIGN PHASE **$32,601**

Subject:	20th Street Transit, Ped/Bicycle Facilities Rangeline Road to Murphy Blvd. City of Joplin Engineering & Survey Fee Estimate	
By: TSE No.	Date: 03/26/13 LPA No: TDG-3200(718) PROJ 5	Sheet: 1 of 1

ATTACHMENT "B"

MAN-HOURS and FEE ESTIMATE

	Prof. Surveyor I	Prof. Engineer I	Engineering Intern	Designer I	R/W Agent I	Prof. Surveyor II	Survey Party Chf	Survey Aide I	Resident Proj Rep I	Sub Consultant	Hours Total	Cost Total
Hourly rate =	$135.00	$130.00	$80.00	$42.00	$92.50	$90.00	$75.00	$55.00	$77.00			
ADDITIONAL SERVICES												
SURVEYING												
Original Topo Survey (incl. utilities)	1					5	48	48			102	$8,825
Locate Prop. Corners & R/W (21 Parcels)	1					5	48	48			102	$8,825
Management	4										4	$540
Call Utility Locates						4					4	$360
Boundary Calcs/Research						42					42	$3,780
Write Descriptions (21 Parcels)	61										61	$8,235
Monument New R/W	5						16	16			37	$2,755
Subtotal	72	0	0	0	0	56	112	112	0	0	352	$29,320
GEOTECHNICAL ENGINEERING SERVICES												
GeoTechnical Engineering										LPSM		$14,600
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$14,600
RIGHT OF WAY ACQUISITION												
Title Information										LPSM		$4,200
Appraisal (21 Parcels)					373						373	$34,503
Appraisal Review										LPSM		$8,400
Negotiation (21 Parcels)					340						340	$31,450
Subtotal	0	0	0	0	713	0	0	0	0	0	713	$78,553

Surveying=	$29,320
Geotechnical=	$14,600
Right of Way=	$78,553
	$122,473
Additional Services	$122,473

ATTACHMENT C

OVERHEAD RATE BREAKDOWN
FOR YEAR 2011

DIRECT LABOR BASE	**$639,816**	
PAYROLL ADDITIVES (See attached sheet for individual items)		% DIRECT LABOR
Total Payroll Additives	$553,189	*86.46%*
GENERAL AND ADMINISTRATIVE OVERHEAD (See attached sheet for individual items)		
Total General and Administrative Overhead	*$713,901*	*111.58%*
TOTAL OVERHEAD	$1,267,090	198%
Less Unallowable Items (itemize) (See attached sheet for individual items)		
TOTAL ALLOWABLE OVERHEAD		*198.04%*

*** Overhead percentages should be taken out to 2 decimal places**

MoDOT

Missouri Department of Transportation
Kevin Keith, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

October 29, 2012

Mr. Clayton Christy
Tri-State Engineering, Inc.
PO Box 1867
Joplin, MO 64802

Dear Mr. Christy:

Thank you for submitting your company's Annual Financial Pre-Qualification documents. MoDOT's Audts and Investigations have completed the review. Tri-State Engineering, Inc. will be added to the Annual Financial Pre-Qualification List. To view this list, go to www.modot.gov scroll down the page to select Consultant Services under the Programs and Services subheader – select Consultant Prequalification Requirements - select Approved Consultant Pre-Qualification List.

When Tri-State Engineering, Inc. enters into a standard contract with MoDOT the overhead calculation rate of 198% with a facilities capital cost of money rate of 0.103% should be used until a revised financial pre-qualification rate is in effect. Please note this letter is not the result of a MoDOT audit or cognizant review.

All companies must submit the required pre-qualification information annually. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,

Christie Martin

Christie Martin
Senior Auditor
Audits and Investigations

cc: Jerica Holtsclaw-de

Exhibit "A"

Tri-State Engineering, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the year ended December 31, 2011

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
Direct Labor	$ 639,816			$ 639,816
Fringe Benefits				
Vacation/Holiday/Paid Leave	$ 140,826			$ 140,826
Payroll Taxes	118,504			118,504
Group Insurance	132,493			132,493
Pensions and Profit Sharing	64,779			64,779
Incentive Payments	219,895	(135,000)	(1)	84,895
Seminars/Education	11,692			11,692
Employee Welfare	-			-
Total Fringe Benefits	$ 688,189	$ (135,000)		$ 553,189
General Overhead				
Non-Project Labor	$ 619,426	$ (111,552)	(2)	$ 507,874
Recruiting	11,282	(11,282)	(2)	-
Building Costs (Rent)	66,000			66,000
Other Occupancy Costs	8,915			8,915
Supplies	(27,270)	(4,464)	(5)	(31,734)
Field Supplies and Equipment	14,517			14,517
Postage and Shipping	2,633			2,633
Equipment Rent/Maintenance	5,482			5,482
Telephone	15,686			15,686
Business Insurance	40,519	(10,044)	(4)	30,475
Legal & Other Professional Fees	19,774			19,774
Administrative Travel	37,202	(36,742)	(3)	460
Dues, Memberships, and Registrations	12,190			12,190
Depreciation and Amortization	59,073			59,073
State Income & Personal Property Taxes	2,556			2,556
Total General Overhead	$ 887,985	$ (174,084)		$ 713,901
Total Indirect Costs	$ 1,576,174	$ (309,084)		$ 1,267,090
Percentage of Direct Labor				198.0%

FAR Reference and Notes on Disallowed Costs:

(1)	31.205-06	Owner compensation in excess of reasonable amount
(2)	31.205-01	Marketing labor
(2)	31.205-46	Personal use of a company vehicle included in W-2 wages.
(2)	31.205-01	Media advertising to the general public
(3)	31.205-14	Team conference is the only identified allowable expense
(4)	31.205-19	Life and errors and omissions insurance
(5)	31.205-14	Entertainment
(5)	31.205-20	Bank charges
(5)	31.205-08	Contributions

See notes to overhead rate calculation.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith

efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Consultant shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the consultant.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified is less than the established DBE goal given, then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Tri-State Engineering, Inc.

Project Owner (LPA): City of Joplin, Missouri

Project Name: 20th Street Transit, Pedestrian and Bicycle Facilities from Rangeline to Murphy Blvd.

Project Number: TDG-3200(718) Project 5

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been indentified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name: City of Joplin, Missouri	Printed Name: Tri-State Engineering, Inc.
Signature: _____	Signature: [signature]
Date: _____	Date: 3/26/2013

COUNCIL BILL NO. 2013- 177 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Tri-Statc Engineering to provide engineering and professional design services for the TIGER Grant 20th Street Transit Upgrades Project, not to exceed One Hundred Ninety Five Thousand Eight Hundred Fifty Seven and No/100 Dollars ($195,857.00) and authorizing the Public Works 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 enter into an Agreement between the City of Joplin and Tri-State Engineering to provide engineering and professional design services for the TIGER Grant 20th Street Transit Upgrades Project, not to exceed One Hundred Ninety Five Thousand Eight Hundred Fifty Seven and No/100 Dollars ($195,857.00) pending approval by MoDOT.

Section 2. That the Public Works 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 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.

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

_____, 2013, by a _____ vote.

ATTEST: Melodee Colbert Keen, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: COUNCIL BILL NO. 2013-612
Originating Department: PUBLIC WORKS – AIRPORT

Airport Manager:	Steve Stockam	Date: 3-25-13
Department Head:	David Hertzberg	Date: 3/25/13
Finance Department:	Leslie Jones	Date: 3-26-13
City Attorney:	Brian Head	Date: 3/26/13
City Manager:	Mark Rohr	Date: 3-26-13

INTRODUCTION:

The Joplin Regional Airport issued a Request for Qualification (RFQ) on February 17, 2013 seeking qualified tenants wishing to occupy the General Aviation (GA) Terminal Facility located at the Joplin Regional Airport, Joplin, MO. The best qualified applicant would have the right to negotiate a lease agreement with the Airport for the use of space within the facility. Duration of the lease would be for five (5) years with a five (5) years option.

DISCUSSION:

The Joplin Regional Airport received one response to the RFQ for the Aviation Ramp Side space within the GA Terminal Facility. Based on the evaluation of the submitted RFQ the Joplin Regional Airport has accepted the qualifications of Alpha Air Center as the best qualified to occupy the space requested. The Airport then proceeded with the development of lease contract documents for the facility space. The projected revenue value this lease agreement will produce over the initial term would be $ 90,600 or $18,120 annually.

RECOMMENDATION:

Staff requests adoption of this council bill accepting the Lease agreement With Alpha Air Center, LLC on an emergency basis.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: COUNCIL BILL NO. 2013-613
Originating Department: PUBLIC WORKS – AIRPORT

Airport Manager:	Steve Stockam	Date: 3-25-13
Department Head:	David Hertzberg	Date: 3/25/13
Finance Department:	Leslie Jones	Date: 3-26-13
City Attorney:	Brian Head	Date: 3/26/13
City Manager:	Mark Rohr	Date: 3-26-13

INTRODUCTION:

The Joplin Regional Airport issued a Request for Qualification (RFQ) on February 17, 2013 seeking qualified tenants wishing to occupy the General Aviation (GA) Terminal Facility located at the Joplin Regional Airport, Joplin, MO. The best qualified applicant would have the right to negotiate a lease agreement with the Airport for the use of space within the facility. Duration of the lease would be for five (5) years with a five (5) years option.

DISCUSSION:

The Joplin Regional Airport received a response to the RFQ for space within the GA Terminal Facility to house the Civil Air Patrol. Based on the evaluation of the submitted RFQ the Joplin Regional Airport has accepted the qualifications of the Civil Air Patrol as the best qualified to occupy the space requested. The Airport then proceeded with the development of lease contract documents for the facility space. This is a zero (0) revenue value lease agreement for this space.

RECOMMENDATION:

Staff requests adoption of this council bill accepting the Lease agreement with the Joplin Chapter of the Civil Air Patrol on an emergency basis.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-176

Item: Crossroads Public Sewer Extension # 9
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tab
3) Council Bill No. 2013-176

Engineering: Jack Schaller JLS	Date:
Department Head: David Hertzberg DXH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Award of contract with Cobble Construction in the amount of $35,455.54 for the construction of the Crossroads Public Sewer Extension # 9.

Background: City staff was aware of the need to serve a new industry in the Crossroads Industrial Park and evaluated several alternative sewer extension routes to serve the new industry. Based on the cost of the extension and the ability to serve the new industry as well as two currently unoccupied lots a route along the south side of 31st Street was chosen. A consultant was selected for the design of the sewer, while the bid documents and bid process was done by City staff.

Discussion: Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Five firms submitted bids (see attached bid tabulations), which were opened on March 21, 2013. The low bid for this project was $35,455.54 submitted by Cobble Construction. The low bid was below the Engineer's estimate. The project is being funded from the sanitary sewer fund and will be charged to the "Sanitary Sewer Extension" account which was budgeted with $100,000.00 in the 2013 budget.

Recommendation: Staff recommends an award of contract with Cobble Construction in the amount of $35,455.54 for the construction of the Crossroads Public Sewer Extension # 9.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-169

Item: Motor Vehicle Expenditures
Originating Department: Public Works – Street Division

Attachments: 1) Bid Tabulations
2) Council Bill No. 2013-169

Operations Planning: Jack Schaller JS	Date: 3-20-13
Department Head: David Hertzberg DH	Date: 3/25/13
Finance Department: Leslie Jones LJ	Date: 3-26-13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13

Recommended Action: Approval of the purchase of a Utility Tractor for the Street Division.

Background: This utility tractor replaces a tractor that was damaged due to fire while mowing grass at the intersection of E. 4th and 7th street. Requests for bids were publically announced for a Utility Tractor to be utilized in the Street Division.

Discussion: Three bids were received for the Utility Tractor, with the lowest bid presented by S & H Farm Supply Inc., in the amount of $36,400.00. The equipment as bid meets the specifications requested by the Public Works Department and is the lowest and best bid of all that were received. Since the tractor that this one is replacing was damaged, a replacement tractor was not budgeted for because it wasn't anticipated that the other tractor would be damaged. The original bid was $34,830.00 with additional extended warranty in the amount of $1,570.00 leaving a balance of $36,400.00. The budget will need to be amended to allow for the purchase price of $36,400.00.

Recommendation: It is recommended that the City accept the bid as described for the purchase of a Utility Tractor.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013
Council Bill No. 2013-177

Item: Consultant Agreement Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Time Schedule and Estimate of Engineering Costs
3) Council Bill No. 2013-177

Engineering Department: Jack Schaller JS	Date: 3/25/13
Department Head: David Hertzberg DH	Date: 3/25/13
City Attorney: Brian Head BH	Date: 3/26/13
City Manager: Mark Rohr MR	Date: 3-26-13
Finance Department: Leslie Jones LJ	Date: 3-26-13

Recommended Action: Approval of Consultant Agreement with Tri-State Engineering not to exceed the amount of $195,857 for professional services for the 20th Street Transit Pedestrian and Bicycle Facilities Upgrade.

Background: This project is for the TIGER Grant 20th Street Transit Pedestrian and Bicycle Facilities upgrades TDG-3200(718) project 5. It consists of a total of 3000 feet (1500 feet each side of road) of concrete walkway 10 feet wide and a trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard.

Discussion: City staff requested and received qualifications from five engineering firms for professional survey, design and geotechnical, and project management work for the TIGER Grant 20th Street Transit Upgrades Project. Because of the timeframe of this project, this contract pulls all project services together into a turnkey contract for one consultant. The contract consists of survey, legal descriptions, geotechnical, engineering, project management; right of way appraisals, review appraisals, negotiations, construction inspection, Federal Highway interface and project close out.

This project is federally funded. Staff recommends Tri-State Engineering to provide these services. Attached is the consultant agreement with the schedule and scope of work. This includes a not to exceed amount of $195,857 which falls within industry standards for consulting costs.

Recommendation: Consultant Agreement with Tri-State Engineering not to exceed the amount of $195,857 for professional survey, design and geotechnical, project management, and right of way work for the TIGER Grant 20th Street Transit Upgrades Project pending approval by MoDOT.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 1, 2013

Item: COUNCIL BILL NO. 2013-613
Originating Department: PUBLIC WORKS – AIRPORT

Airport Manager:	Steve Stockam SS 15	Date: 3-25-13
Department Head:	David Hertzberg DH	Date: 3/25/13
Finance Department:	Leslie Jones LJ	Date: 3-26-13
City Attorney:	Brian Head BH	Date: 3/26/13
City Manager:	Mark Rohr MR	Date: 3-26-13

INTRODUCTION:

The Joplin Regional Airport issued a Request for Qualification (RFQ) on February 17, 2013 seeking qualified tenants wishing to occupy the General Aviation (GA) Terminal Facility located at the Joplin Regional Airport, Joplin, MO. The best qualified applicant would have the right to negotiate a lease agreement with the Airport for the use of space within the facility. Duration of the lease would be for five (5) years with a five (5) years option.

DISCUSSION:

The Joplin Regional Airport received a response to the RFQ for space within the GA Terminal Facility to house the Civil Air Patrol. Based on the evaluation of the submitted RFQ the Joplin Regional Airport has accepted the qualifications of the Civil Air Patrol as the best qualified to occupy the space requested. The Airport then proceeded with the development of lease contract documents for the facility space. This is a zero (0) revenue value lease agreement for this space.

RECOMMENDATION:

Staff requests adoption of this council bill accepting the Lease agreement with the Joplin Chapter of the Civil Air Patrol on an emergency basis.

GA TERMINAL SPACE LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this day by and between the **CITY OF JOPLIN, MISSOURI**, a Municipal Corporation, (hereinafter called "LESSOR") and Joplin Chapter of the **Civil Air Patrol**, Joplin, MO (hereinafter called "LESSEE"),

W I T N E S S E T H:

That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents, RENT, LEASE AND LET unto Lessee, and Lessee hereby leases the premises described on the attached Exhibit "A", specifically the 4,200 square feet of office space referenced as "Basement Area" in the General Aviation Terminal Building, attached hereto and incorporated herein by reference, hereinafter referred to as the "demised premises" upon the following terms and conditions:

1. Term. The term of this Lease shall be for 60 months, beginning April 1, 2013 and terminating March 31, 2018.

2. Rent. There will be "No Cost" to Lessee for this space.

3. Use. The demised premises shall be used and occupied for the sole purpose to support the activities of the Joplin Civil Air Patrol Chapter.

5. Compliance. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the demised premises and shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by Lessee in or upon or connected with the demised premises, all at Lessee's sole expense. Lessee agrees not to store any hazardous waste or materials that includes, but not is limited to, pathological waste, infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Environmental Regulation or by any future legislative action or by federal, state or local law.

6. Exoneration of Lessor. Lessor shall in no event be liable to Lessee for any damage to person, property, or effects, resulting from or on account of breakage, leakage, or destruction by water, gas, or soil pipes, or the roof, water pipes, water conduits, or other leakage or overflow in or about the leased premises, nor for any such damage, loss or injury to persons or property, suffered on, in or about the premises by reason of any present, future, latent or other defects, in the form, character or condition of said premises or any part thereof.

7. Lessee's Obligation to Maintain.

a) Lessee shall at his expense throughout the term of this Lease Agreement, take

good care of the leased premises and keep the leased premises in a good and safe condition. At the end or other termination of this Lease Agreement, Lessee shall deliver up the leased premises with all improvements located thereon, in good repair and condition, reasonable wear and tear or acts or omissions of Lessor excepted.

8. Mechanic's Lien. Lessee shall not do or suffer anything to be done whereby the demised premises, or any part thereof, may be encumbered by a mechanic's or similar lien, and if whenever and as often as any mechanic's or other similar lien is filed against the demised premises or any part thereof on account of any labor performed or materials or services furnished in connection with any work in or about the demised premises or the said building done by, for, or under the authority of Lessee or anyone claiming by, through or under Lessee, Lessee shall cause the same to be discharged of record within ten (10) days after the date of filing thereof

9. Prohibited Use. Lessee shall not permit the demised premises to be used for any illegal or immoral purpose or any purpose which would render the insurance thereon void.

10. Inspection. Lessor and its agents and representatives shall have the right to enter and inspect the demised premises at any time during normal business hours for the purposes of ascertaining the condition of the demised premises or in order to make such repairs as may be required to be made by the Lessor under the terms of this Lease. Lessor shall give no less than twenty four (24) hours' notice of any inspection.

11. Utilities. Lessor shall pay for all utilities used on the demised premises, but shall not be responsible for phone, internet or cable service which shall be the responsibility of Lessee, if any.

12. Assignment and Subletting. Lessee shall not assign or sublet the whole or any part of the demised premises, without the written consent of the Lessor, which said consent shall not be unreasonably withheld.

13. Renter's Insurance. During the term of this Lease and any extension thereof, Lessee at his option, shall procure and maintain a policy of renter's insurance for damage or destruction to personal property within the demised premises, and Lessee agrees that Lessor has no obligation to insure or reimburse for Lessee's damage or loss under any circumstance.

14. Damage to Premises. In the event of partial damage or destruction to the leased premises, Lessor will timely replace and repair the damaged premises to a like or similar condition as the premises was prior to the damage, and if Lessee has to move its operations while repairs are made, Lessee will receive a rent abatement until the repairs are completed until such time Lessee

can move back in and conduct its operations. In the event of a total loss to the premises, Lessor's obligation to replace the improvements shall be determined by the City and subject to the approval of the Joplin City Council. Lessor agrees to involve Lessee in the decisions regarding any such repair or replacement.

15. Indemnification. During the term of this Lease, Lessee agrees protect Lessor against any liability from or by any person whomsoever for injury to person or damage to property arising out of or in connection with the Lessee's use of the demised premises. Lessee hereby agrees to hold Lessor, its employees, agents, contractors, invitees, successors and assigns, free and harmless and to waive all rights of recovery against Lessor, its employees, successors and assigns for any and all insured occurrences.

16. Insurance. The Lessee, at its expense, shall procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company that has an A.M. Best Company rating of at least an "A" rating, or similar rating by another insurance rating company, and is licensed and authorized to conduct business in the State of Missouri, comprehensive general liability insurance, with independent contractor's coverage and contractual liability endorsement, including but not limited to aircraft liability, airport premises liability, and automobile liability coverage insuring Operator, the City of Joplin, and the Airport for personal injury and property damage, and such other insurance necessary to protect Airport from all such claims and actions described in the preceding subsection. Without limiting its liability, Operator agrees to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than $1,000,000.00 per person and $2,500,000.00 per occurrence. Operator shall furnish Airport with a certificate of insurance as evidence of coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to Airport. Coverage is to be written on the broadest liability form that is customarily available at reasonable cost. The insurance carrier shall not avoid liability under such policies by claiming Airport governmental immunity. Airport shall be a named insured upon all such policies, but shall have no obligation for the payment of any premiums for such coverage. In the event the scope of the Airport's tort liability as a governmental entity described in Section 537.600 through .650, RSMo., inclusive, is broadened or increased during the term of this Agreement by subsequent legislative or court action, Airport, upon written notice to Operator, may require Operator to provide additional coverage sufficient to protect the Airport and the City of

Joplin's interests to the extent of any such change. If the Airport's current limitations upon tort liability are abolished entirely, Airport may require Operator to provide such coverage to protect the Airport and the City of Joplin's interests as may be reasonable and prudent for the risks associated with the activities allowed under this Agreement.

17. Events of Default. The following events shall be deemed to be events of default of Lessee under this Lease:

a) Lessee shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of ten (10) days from written notice thereof.

b) Lessee shall fail to comply with any terms, provisions or covenants of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

c) If the Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

d) If the Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or if the Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee hereunder.

e) A receiver or trustee shall be appointed for all or substantially all of the assets of the Lessee.

f) Lessee shall desert or vacate any substantial portion of the premises.

Upon the occurrence of any such event of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

i) Terminate this Lease, in which event, Lessee shall immediately surrender the premises to Lessor, and if Lessee shall fail so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim or damage therefore; and Lessee agrees to pay Lessor, on demand, the amount of all loss and damage which Lessor may incur by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.

ii) Enter upon and take possession of the leased premises and expel or remove

Lessee and any other person who may be occupying said premises or any part thereof, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expense which Lessor may incur and thus affecting compliance with the Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action, whether caused by negligence of Lessor or otherwise. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies hereby provided or any other remedy provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained.

18. Surrender of Premises. Upon the expiration or other termination of the term of this Lease Agreement, Lessee shall quit and surrender to Lessor the demised premises, together with all buildings and improvements thereon, broom clean, in good order and condition, ordinary wear and damages by elements excepted. Lessee shall remove all Lessee's personal property not affixed to the premises as directed by Lessor, and failing to so do, it is agreed Lessee shall have abandoned said property and same shall become property of Lessor.

19. Binding Upon Successors. All rights herein shall inure to the benefit of the successors and assigns of Lessor and Lessee.

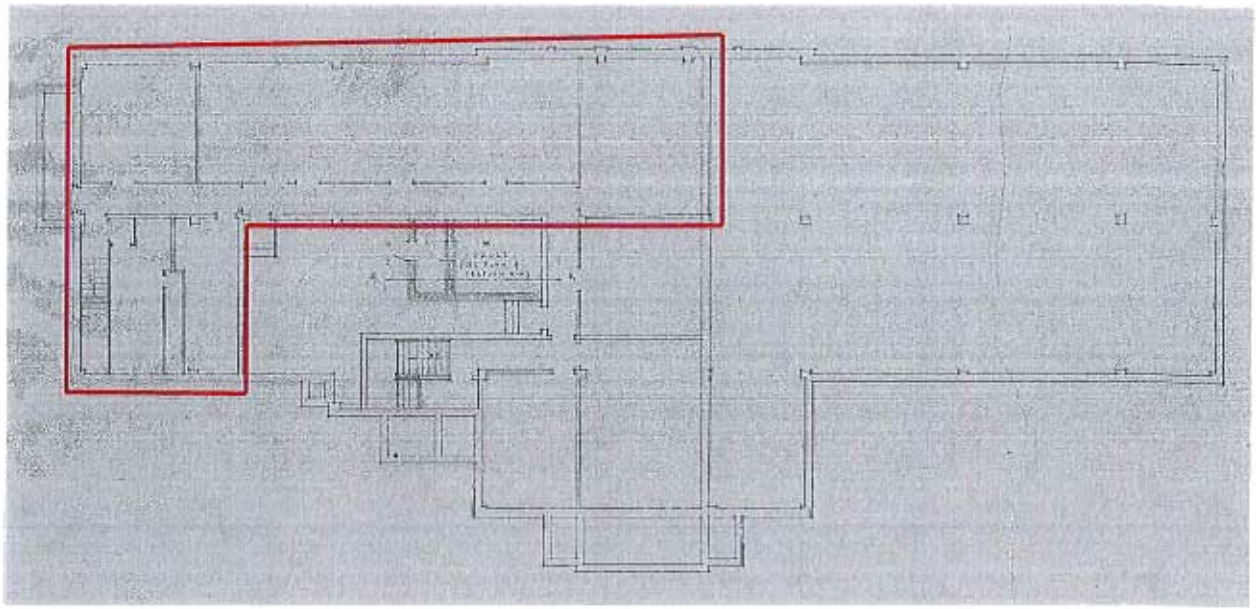
20. Attorney Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account if any breach of or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the demised premises, the City shall be entitled to recover from the other party its reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

21. Entire Agreement. This Lease embodies the entire agreement between the parties with respect to Lessor's leasing the premises to Lessee. There are no representations, terms, covenants, conditions or agreements between the parties pertaining to leasing the premises which are not herein contained. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, and inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except as otherwise herein expressly provided.

22. Venue, Jurisdiction and Choice of Law. Lessor and Lessee agree that this lease shall be governed by Missouri law, and venue for any dispute shall lie exclusively in the Circuit Court of

EXHIBIT "A"
LEGAL DESCRIPTION AND RENTAL FEE CALCULATION

1. Legal description or specific description of the demises premises: Basement Area



2. The right to the exclusive use of approximately 4,200 square feet of office space referenced above as Basement Side Area in the General Aviation Terminal Building located on the AIRPORT.

COUNCIL BILL NO. 2013-613 **ORDINANCE NO.**

AN ORDINANCE Approval of Agreement by and between the City of Joplin and the Joplin Chapter of the Civil Air Patrol for lease space within the General Aviation Terminal at the Joplin Regional Airport, and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Joplin Chapter of the Civil Air Patrol for Lease Space within the General Aviation Terminal at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved..

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney