JOPLIN CITY COUNCIL

SPECIAL MEETING

JOPLIN CITY HALL
602 S. Main
JOPLIN MISSOURI
April 21, 2014, 5:15 P.M.

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:15 pm on Monday, April 21, 2014, in the 5th Floor Informal room, 602 S. Main Street, for the purpose of conducting a closed session related to litigation.

AGENDA

1. Call to order
2. Reading of the Special Call
3. Roll Call
4. Vote to go into closed session, which shall pertain to the firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2013, and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn to open session.

Notice posted at 12:00 P. M. on this the 17th day of April, 2014. (RSMo 610.020)

Barbara Hogelin
City Clerk, Barbara Hogelin for Mayor Michael L. Seibert

COUNCIL AGENDA

Amended April 21, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

1. **Call to Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes of the April 7, 2014 Council Meeting

   2. Minutes of the April 3, Special Council Meeting.

   3. Minutes of the April 14, Special Council Meeting.

   4. COUNCIL BILL NO. 2014-256 - AN ORDINANCE providing for the vacation of a 20-foot wide stormwater easement located at 1202 Bramar Drive in the City of Joplin, Jasper County, Missouri.

   5. COUNCIL BILL NO. 2014-257 - AN ORDINANCE providing for the vacation of a 50-foot wide railroad spur dedicated to the City of Joplin being located at 3502 Enterprise Avenue in the City of Joplin, Jasper County, Missouri.

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.

6. COUNCIL BILL NO. 2014-258 - AN ORDINANCE Request to Review the Final Plat for DARREN ADDITION located in the 2600 block of South Byers Avenue in the City of Joplin, Jasper County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-012-AN ORDINANCE approving a Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing & Assembly, LLC., providing for the loan of up to One Million, Two Hundred Thousand Dollars, No Cents ($1,200,000.00) from the Economic Development Fund**;** authorizing the Interim City Manager to execute the Loan Recipient Agreement and other appropriate documents as required therein, by and on behalf of the City of Joplin; and containing an emergency clause.

2. COUNCIL BILL NO. 2014 – 128 - AN ORDINANCE approving an agreement for Bartlett & West Inc. not to exceed Six Hundred Eight Thousand Two Hundred Sixty and no/100 Dollars ($608,260.00) for Consultant Services for the Storm Sewer Damage Assessment & Repair & GIS Mapping of the Tornado Zone project; and containing an emergency clause.

3. COUNCIL BILL NO. 2014 – 130 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition & Tree Service for the demolition of the structure(s) and clearing of lot area located at 306 N. Division. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Forty Nine and 00/100 Dollar ($2,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

4. COUNCIL BILL NO. 2014 – 131 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Sprouls construction company for the curb Inlet Repair Project in the amount of Seventy Six thousand Two Hundred Eighty Two and 50/100 Dollars ($76,282.50) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Mayor to make the Appointment of Chairperson to the Tax Increment Finance Commission.

2. Adjourn to Work Session for discussion on Suarez Baseball Group proposals for Joe Becker stadium.

Notice posted at 10:00a.m. on this the 18th day of April, 2014. (RSMo 610.020)

INFORMAL NOTES

April 7, 2014

Discussion of Joplin Health Nuts programs	Leslie Haase, Director of Finance and Coordinator of the Heath Nuts Program for the city of Joplin talked about the Lose Some Win Some program that involved 70 employees losing some 285 pounds. Another program will start June 1, 2014. She explained fitness for employees using a budget that is already implanted asking for machines to be installed at the athletic complex for $18,500. And, another program, Fitness on Demand, $10, 500 that she said would like to be implemented. Leslie said the health nuts are trying to offer as many different ways as possible for the employees. Council consented to move forward with the health programs.
Appointment to Board and Commission	Sherry Hembree was appointed to the TIF Commission.

CONSENT AGENDA

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

April 3, 2014

CALL TO ORDER
The Special Meeting for the Joplin City Council was called to order at 5:15 p.m. by Mayor Melodee Colbert-Kean.

READING OF THE SPECIAL CALL
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:15 pm on Thursday, April 3, 2014, in the 5th Floor Informal room,
602 S. Main Street, for the purpose of conducting a closed session related to litigation.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Jack Golden, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston. 9. Absent: 0.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Woolston, Second by Ms. Raney to go into closed session. Voting in favor were Council Members: Raney, Seibert, and Woolston 3. Nays: 6. Colbert-Kean, Glaze, Golden, Rosenberg, Scearce, and Shaw.

Motion by Mr. Shaw, Second by Ms. Raney to go into closed session to hear legal advice then come out of closed session and vote. Voting in favor were Council Members: Colbert-Kean, Raney, Shaw, and Woolston 5. Nays: 4, Glaze, Golden, Rosenberg Scearce and Seibert.

Dr. Rosenberg made a motion that died for a lack of a second to release the report of Mark Rohr with the names of the employees marked out and release the transcripts of those who are not current employees.

Motion by Mr. Woolston, Second by Ms. Raney to go into closed session take votes back in open session. Voting in favor were Council Members: Colbert-Kean, Raney, Shaw, Seibert, and Woolston 6. Nays: 3. Glaze, Golden, Rosenberg, Scearce.

Council went into closed session at 6:11 pm.

Council reconvened at 7:20pm

ROLL CALL: PRESENT: Melodee Colbert-Kean, Morris Glaze, Jack Golden, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston. 9. Absent:0.

Motion by Mr. Woolston, Second by Mr. Golden not to appeal the decision of the court and to make available the records by close of business day tomorrow. Voting in favor were Council Members: Glaze, Golden, Scearce Shaw, Seibert, and Woolston 6. Nays: 3. Colbert-Kean, Raney, Rosenberg.

ADJOURNMENT
There being no further business to come before the Council, the meeting was adjourned at 7:20pm.

Respectfully submitted,
Barbara L Hogelin
Barbara L. Hogelin, MM /MPCC City Clerk

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES April 7, 2014

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

ROLL CALL – all were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – Led by Troop 77 – College Heights Christian Church

PRESENTATIONS
Recognize April as Fair Housing Month – Matt Moran and Community Housing Resource Board. Mayor Colbert-Kean recognized April as Fair Housing Month.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Elizabeth Clement, 6118 Maple Drive, requests to address council concerning the crime in Joplin. Elizabeth Clement, 6118 Maple Drive, addressed council concerning the crime in Joplin.

Mary Breedlove, 1510 Pennsylvania, requests to address Council regarding trash and rubbish. Mary Breedlove, 1510 Pennsylvania, addressed Council regarding trash and rubbish.

PUBLIC HEARINGS
PUBLIC HEARING PROCEDURES
Public Hearing Procedures - read by City Clerk Barbara Hogelin

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2014-256

Mayor Colbert-Kean opened the Public Hearing

Sam Carpenter, 1202 Bramar Drive, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2014-256. Motion by Mr. Woolston, Second by Mr. Golden to Place Council Bill 2014-256 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-256

AN ORDINANCE providing for the vacation of a 20-foot wide stormwater easement located at 1202 Bramar Drive in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-257

Mayor Colbert-Kean opened the Public Hearing

Patrick Sauerland, Oakbrook, IL appeared on behalf of this item.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2014-257. Motion by Mr. Shaw, Second by Mr. Scearce to Place Council Bill 2014-257 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-257

AN ORDINANCE providing for the vacation of a 50-foot wide railroad spur dedicated to the City of Joplin being located at 3502 Enterprise Avenue in the City of Joplin, Jasper County, Missouri.

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

Minutes of the March 17, 2014 Council Meeting

COUNCIL BILL NO. 2014-258 - AN ORDINANCE Request to Review the Final Plat for DARREN ADDITION located in the 2600 block of South Byers Avenue in the City of Joplin, Jasper County, Missouri. Stays on consent Agenda

RESOLUTIONS

Mr. Golden introduced Resolution No. 2014-007. Motion by Mr. Golden, Second by Mr. Seibert to Approve Resolution No.2014-007. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2014-007.

A RESOLUTION authorizing the filing of a Second Amendment to the Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Mr. Scearce introduced Resolution No. 2014-008. Motion by Mr. Scearce, Second by Mr. Golden to Approve Resolution No. 2014-008. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2014-008.

A RESOLUTION recognizing Lane Roberts upon his retirement from active service as the Chief of Police within the City of Joplin Police Department.

ORDINANCES-EMERGENCIES

Mr. Woolston introduced Council Bill No. 2014-116. Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2014-116. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-044

AN ORDINANCE approving a agreement for HDR Engineering Inc. Six Hundred Fifty Four Thousand Eight Hundred Thirty and no/100 Dollars ($654,830.00) for Consultant Services for the Sanitary Sewer Damage Assessment & Repair – Green Zone project and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2014-120. Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2014-120. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-045

AN ORDINANCE approving the purchase of right of way and easements from property at 1010 E. 20th Street, consisting of Part of Lots Numbered One Hundred Sixty-Eight (168), One Hundred Sixty-Nine (169), and One Hundred Seventy (170) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twenty Thousand and 00/100 dollars ($20,000.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-121. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2014-121. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-046

AN ORDINANCE approving the purchase of right of way from property at 20th and Texas Avenue, consisting of part of Misc.Tract M-12, part of Lot Numbered Sixteen (16) in Lenger's Addition, and part of Lots Numbered Twenty-Eight (28), Twenty-Nine (29), and Thirty (30) in

Dowell's First Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Fifteen Thousand and 00/100 dollars ($15,000.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-123. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-123. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-047

AN ORDINANCE approving a agreement for Allgeier, Martin & Associates for Sixty Thousand and no/100 Dollars ($60,000.00) for Consultant Services for design services for the 15th & Highview Area Drainage System Repairs Project and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-124. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-124. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-048

AN ORDINANCE approving a agreement for Anderson Engineering for Twenty One Thousand Nine Hundred and no/100 Dollars ($21,900.00) for Consultant Services for the 24th & Patterson Area Drainage System Repairs project and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-125. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-125. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-049

AN ORDINANCE approving a agreement for Allgeier, Martin & Associates for One Hundred Thousand and no/100 Dollars ($100,000.00) for Consultant Services for the Storm Sewer System Repairs in the Green Area project and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-126. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-126. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-050

AN ORDINANCE approving a agreement for Anderson Engineering for Fifty Six Thousand Two Hundred Fifty and no/100 Dollars ($56,250.00) for Consultant Services for the Even Ave to County Club Drainage System Repairs project and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-127. Motion by Mr. Seibert, Second by Mr. Shaw to Adopt Council Bill No.2014-127. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-051

AN ORDINANCE approving a agreement for Anderson Engineering for Eighty Four Thousand Seven Hundred and no/100 Dollars ($84,700.00) for Consultant Services for the Pennsylvania & Virginia – 31st to 28th Stormwater Repairs project and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-128. Motion by Mr. Seibert, Second by Mr. Glaze to Strike Council Bill No.2014-128. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

Council Bill No. 2014-128 STRICKEN from the AGENDA.

AN ORDINANCE approving a agreement for Bartlett & West Inc. not to exceed Six Hundred Eight Thousand Two Hundred Sixty and no/100 Dollars ($608,260.00) for Consultant Services for the Storm Sewer Damage Assessment & Repair & GIS Mapping of the Tornado Zone project and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-129. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-129. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-053

AN ORDINANCE approving a agreement for TranSystems for Two Hundred Ninety Two Thousand and no/100 Dollars ($292,000.00) for Consultant Services for the Surface Street, Sidewalk, and Curb Assessment & GIS Mapping of the Tornado Zone project and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2014-402. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No.2014-402.Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-054

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Economic Security Corporation of Southwest Area (ESC) in the amount not to exceed Two Hundred Seventy-five Thousand Dollars ($275,000.00) to provide administrative services related to Joplin Homeowner Rehabilitation Program through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2014-403. Motion by Mr. Golden, Second by Mr. Scearce to Adopt Council Bill No. 2014-403. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-055

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Catholic Charities of Southern Missouri (Catholic Charities) in the amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) to provide administrative services related to Joplin Homeowner Rehabilitation Program through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2014-404. Motion by Mr. Golden, Second by Mr. Raney to Adopt Council Bill No. 2014-404. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-056

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with St. Bernard Project dba Rebuild Joplin (Rebuild Joplin) in the amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) to provide administrative services related to Joplin Homeowner Rehabilitation Program through the 2012 Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-504. Motion by Mr. Shaw, Second by Mr. Scearce to Adopt Council Bill No. 2014-504. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-057

AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri Highways and Transportation on behalf of Federal Highway Administration to provide reimbursement for tornado destroyed and damaged signs; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-505. Motion by Mr. Seibert, Second by Mr. Shaw to Adopt Council Bill No. 2014-505. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-058

AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri Highways and Transportation on behalf of Federal Highway Administration to provide reimbursement for tornado destroyed and damaged signals; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

Mr. Scearce introduced Council Bill No. 2014-250. Motion by Mr. Scearce, Second by Mr. Shaw to Place Council Bill No. 2014-250 on Second and Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Abstention: 1, Woolston.

The Council Bill was declared adopted and entitled ORDINANCE NO. 2014-059

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 2318 East 20th Street in the City of Joplin, Jasper County, Missouri.

UNFINISHED BUSINESS

NEW BUSINESS

Motion by Mr. Scearce, Second by Mr. Shaw to appoint Sherry Hembree to the TIF Commission.

Mayor Colbert-Kean reminded everyone to vote tomorrow.

Councilmember Seibert said Mr. Allen Shirley was back in town.

There being no further business the meeting adjourned at 7:10p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

CITY OF JOPLIN

SPECIAL CITY COUNCIL MEETING

MINUTES

April 14, 2014

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

INVOCATION

City Clerk Barbara Hogelin gave the invocation.

FLAG SALUTE

Mayor Colbert-Kean led the Pledge of Allegiance.

READING OF THE SPECIAL CALL

City Clerk Barbara Hogelin: Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a SPECIAL MEETING beginning at 6:00 p.m. on Monday, April 14, 2014, in the Council Chambers of City Hall, 602 S. Main Street, Joplin, Missouri, for the purpose of receiving the official report of the April 8, 2014 General Municipal Election, administering the Oaths of Office of the newly elected Council Members, and electing the 2014-2016 Mayor and Mayor Pro Tem.

ROLL CALL

PRESENT: Melodee Colbert–Kean, Morris Glaze, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston. 8. Absent: Jack Golden, 1.

Mayor Colbert-Kean announced that Councilman Golden had a death in the family and would not be able to join us this evening.

Motion by Mr. Woolston, Second by Mr. Glaze to excuse Mr. Golden. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

City Clerk Barbara Hogelin read a statement from Mr. Golden:
"Congratulations to those persons who were elected to the City Council and to those persons who were reelected. May your tenure of office be done with respect of the citizens of the city of Joplin. Be tranquil in nature and productive while protecting the City's treasury"

RESULTS OF THE APRIL 8, 2014 GENERAL ELECTION

Election results – April 14, 2014

The City Clerk's office has received the official returns of the April 8, 2014 General Municipal Election as verified by the County Clerk of Jasper and Newton Counties.

It is found and declared that the results are as follows:

For Zone 1 Council Member	
Gary Shaw	5618
For Zone 4 Council Members	
Michael Seibert	4396
Jack Golden	2105
For General Council Members	
Trisha Raney	2203
Jim West	2223
Harvey Hutchinson	1944
Miranda Lewis	5274
Ryan Stanley	5276
Mike Woolston	2958

Gary Shaw, the candidate who received the greatest number of votes for Office of Zone I Council Member, is declared elected to a four-year term.

Michael Seibert, the candidate who received the greatest number of votes for Office of Zone IV Council Member, is declared elected to a four-year term.

Ryan Stanley, Miranda Lewis and Mike Woolston, the three candidates who received the greatest number of votes for Office of General Council Members, are declared elected to four-year terms.

Proposition A failed with 3466 voters voting Yes and 3835 voters voting No.

Charter Amendment No. 2 failed with 2982 voters voting yes and 4216 voters voting no.

Charter Amendment No. 3 failed with 3065 voters voting yes and 4125 voters voting no.

Charter Amendment No. 3 failed with 2727 voters voting yes and 4369 voters voting no.

For the record approximately 7,651 persons voted in this general municipal election.

Respectfully submitted, Barbara Hogelin, MMC/MPCC, City Clerk

Motion by Mr. Woolston, Second by Mr. Scearce to accept the results of the election.
Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Mayor Colbert-Kean recognized Councilwoman Trisha Raney for her term on the City Council and for her service to the City of Joplin from 2010-2014.

Mayor Pro Tem Bill Scearce presented Mayor Colbert-Kean with tokens of appreciation on behalf of the Joplin City Council. She received a service plaque, a wooden seal of the City of Joplin, a print titled *Green Spring,* by Ann Butts, and the gavel and block that the Mayor used during her tenure as mayor. Mr. Scearce remarked that it had been an honor serving with Ms. Colbert-Kean.

Mayor Colbert-Kean remarked on her tenure as Mayor. She stated she is thankful and humbled for the opportunity to have served the citizens of Joplin in this capacity. She is now looking forward to watching Joplin continue to grow as she works with the council for the next two years. Mayor Colbert-Kean then adjourned sine die.

City Clerk Barbara Hogelin called the meeting to order and asked Judge Chuck Brown to swear in the elected Council Members. Gary Shaw was sworn in for Zone I, Ryan Stanley and Miranda Lewis were sworn in for General Council Members, Michael Seibert was sworn in for Zone IV, and Mike Woolston was sworn in for General Council Member.

City Clerk asked the City Attorney to read the procedures of nominating the Mayor and May Pro Tem for the City of Joplin as directed by Charter. City Clerk Barbara Hogelin conducted the election of the Mayor. Mr. Stanley nominated Mike Seibert. No other nominations were made. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston, 9. Nays: 0.

Michael L. Seibert was elected Mayor and took the seat as Mayor and conducted the election of Mayor Pro Tem.

Mayor Seibert called for nominations for Mayor Pro Tem. Dr. Rosenberg nominated Mr. Stanley. Mr. Woolston nominated Mr. Glaze. Voting in favor of Mr. Stanley were Council Members: Colbert-Kean, Rosenberg, Scearce and Stanley, 4. Voting in favor of Mr. Glaze were Council Members: Glaze, Lewis, Seibert, Shaw and Woolston, 5.

Mr. Glaze was elected Mayor Pro Tem.

Mayor Seibert thanked his supporters and said his goal would be for redevelopment.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:35p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 7, 2014

Item: COUNCIL BILL NO. 2014-256
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly — Date: 3/28/2014
City Attorney: Brian Head — Date: 3/27/14
Interim City Manager: Samuel L. Anselm — Date: 3/26/14
Board or Commission: Planning and Zoning Commission — Date: 3/10/2014

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

SUMMARY/REQUEST:
Case 010-14: 1202 Bramar Drive – A request for the vacation of a 20 foot wide stormwater easement – Samuel Carpenter.

STAFF SUMMARY:
The stormwater easement, platted in 1976, runs from the southwest corner of the rear yard to the northeast corner of the rear yard, leaving little area for any accessory structure to be constructed. The City's Stormwater Engineer has reviewed the survey and the application and does not have any installations currently in the easement. The City Engineer may require that a new easement be dedicated along the north property line for future use.

Staff recommends approval of Case 010-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Samuel Carpenter appeared to request the vacation of a 20-foot wide stormwater easement where he plans to construct a workshop. The easement runs through the center of his property, with his north property line having been changed by the previous owner.

Mr. Duncan doesn't see a problem with this case but stated that the planning report indicates the City Engineer may request a new stormwater easement along the north property line. He thought what is being vacated is on the north side of the property.

Mr. Bolander stated that the easement to be vacated is shown in red on the City's map so it vacates the majority of that easement. Then if there is one that needs to be vacated, most likely it will follow that north property line. It is just easier to vacate the whole thing and then dedicate a new one if needed.

Mr. Duncan didn't have an issue with this request and understood that part of that north side is already being vacated. Mr. Bolander stated this is correct.

PUBLIC COMMENT:
None.

Z&P Meeting: March 10, 2014
City Council Meeting: April 7, 2014

STAFF PLANNING REPORT
Vacation

CASE 010-14:

A request for the vacation of a 20 foot wide stormwater easement at 1202 Bramar Drive.

APPLICANT: Samuel Carpenter

REPRESENTATIVE: N/A

LOCATION: 1202 Bramar Drive

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Stormwater Easement	20' x 146' (approx.)

REASON FOR VACATION:

The property owner has requested this vacation to allow for the construction of an accessory building in his rear yard. The stormwater easement, platted in 1976, runs from the southwest corner of the rear yard to the northeast corner of the rear yard, leaving little area for any accessory structure to be constructed.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The stormwater easement, platted in 1976, runs from the southwest corner of the rear yard to the northeast corner of the rear yard, leaving little area for any accessory structure to be constructed. The City's Stormwater Engineer has reviewed the survey and the application and does not have any installations currently in the easement. The City Engineer may require that a new easement be dedicated along the north property line for future use.
Staff recommends approval of Case 010-14.

ENCLOSURES: Survey

RECEIVED
1-22-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 010-14
Filing Fee: $ 350.00
Date Advertised: 2-23-14
Date Notices Sent: N/A
Public Hearing Date: 3-10-14

I. Applicant Name: Samuel Carpenter Phone: 417-529-8278

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

Address: 1202 Braman Dr. Zip: 64801

Email: samc728@yahoo.com

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

Street Vacation____

Alley Vacation____

Utility vacation____

Other (Please specify) Storm water easement

III. Legal Description of area requested to be vacated: Survey and plat plan attached

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

1. Private rights will not be injured or endangered by the vacation. agreed

2. The vacation will not cause the public to suffer a loss or inconvenience. agreed

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

V. Required Attachments:

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

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

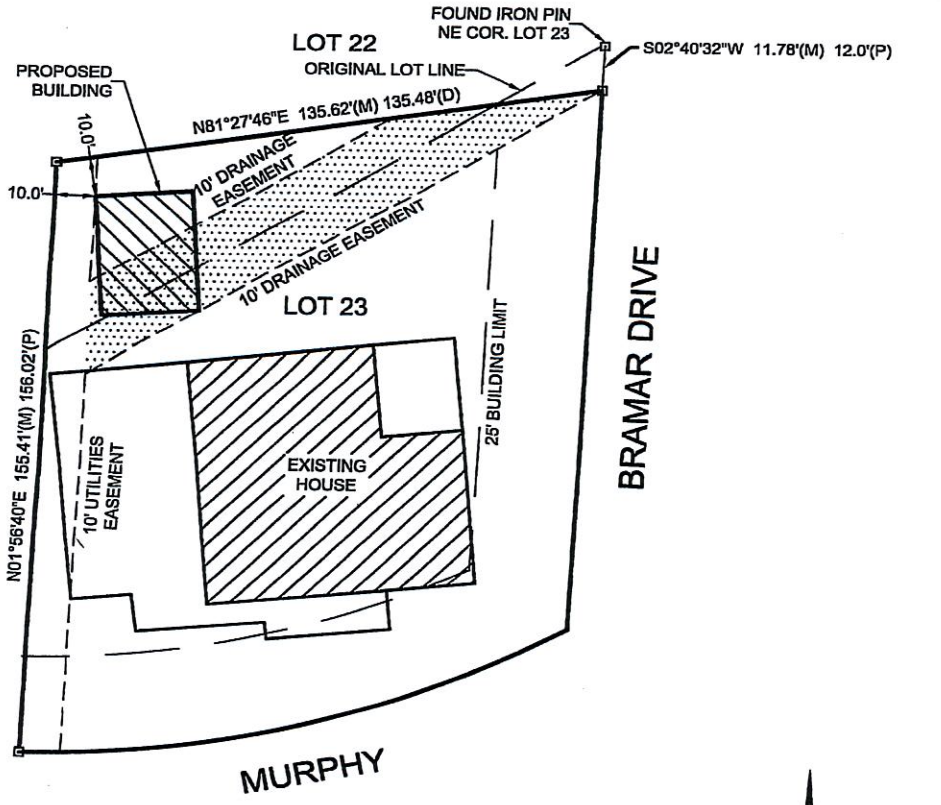
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

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

SIGNATURE: _____ DATE: 1/21/14

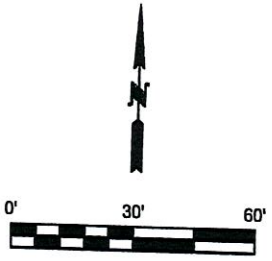
BY: _____

TITLE: _____



LEGEND

- ⊡ FOUND IRON PIN
- (M) MEASURED
- (D) DEED
- (P) PLAT



DESCRIPTION

ALL OF LOT NUMBERED TWENTY-THREE (23) IN BRAMAR ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, AND A PART OF LOTS NUMBERED WTENTY-TWO AND TWENTY-THREE (23) IN BRAMAR ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 22 IN BRAMAR ADDITION, THENCE NORTH ALONG THE WEST LINE OF LOT 22, A DISTANCE OF 50.0 FEET, THENCE NORTH 79 DEGREES 27 MINUTES 46 SECONDS EAST 109.34 FEET, THENCE SOUTH 56 DEGREES 55 MINUTES 50 SECONDS WEST 128.28 FEET TO THE POINT OF BEGINNING, EXCEPT A PART OF LOTS NUMBERED TWENTY-TWO (22) AND TWENTY-THREE (23) IN BRAMAR ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 IN BRAMAR ADDITION, THENCE NORTH ALONG THE WEST LINE OF LOT 22, A DISTANCE OF 50.0 FEET, THENCE NORTH 79 DEGREES 27 MINUTES 46 SECONDS EAST 109.34 FEET TO THE POINT OF BEGINNING, THENCE NORTH 79 DEGREES 27 MINUTES 46 SECONDS EAST TO THE EAST LINE OF LOT 23, THENCE NORTH 0 DEGRESS 21 MINUTES EAST 12.0 FEET TO THE NORTHEAST CORNER OF LOT 23 AND THE SOUTHEAST CORNER OF LOT 22, THENCE SOUTH 56 DEGREES 55 MINUTES 50 SECONDS WEST 30.75 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

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

CLASS OF PROPERTY

URBAN

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.

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

** THIS IS NOT A BOUNDARY SURVEY. THIS IS A PLOT PLAN TO OBTAIN A BUILDING PERMIT ONLY.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2012028512 EXPIRATION 12/31/2014

MJ SURVEY, LLC.
www.MJSurveyLLC.com
214 SOUTH MAIN ST.
JOPLIN, MO 64801
PH 417.623.2525
FAX 417.623.1745

DRAWN JPM	DATE 1/7/14	KMC HOMES
APPROVED BA	DATE 1/7/14	PART OF LOT 22 & 23 BRAMAR ADDITION CITY OF JOPLIN JASPER COUNTY, MO.
SCALE 1"=30'	SHEET	PROJECT # MJ14001



Case 010-14: A request to vacate a 20 foot wide sewer easement at 1202 Bramar Drive. - Samuel Carpenter

Case 010-14: 1202 Bramar Drive – A request for the vacation of a 20 foot wide stormwater easement – Samuel Carpenter.

Mr. Harrington opened the public hearing for Case 010-14.

Mr. Samuel Carpenter, 1202 Bramar Drive, Joplin, appeared to request the vacation of a 20-foot wide stormwater easement where he plans to construct a workshop. The easement runs through the center of his property, with his north property line having been changed by the previous owner.

Mr. Harrington asked for comments from the audience, and none were received. He then closed the public hearing for Case 010-14.

Mr. Duncan doesn't see a problem with this case but stated that the planning report indicates the City Engineer may request a new stormwater easement along the north property line. He thought what is being vacated is on the north side of the property.

Mr. Bolander stated that the easement to be vacated is shown in red on the City's map so it vacates the majority of that easement. Then if there is one that needs to be vacated, most likely it will follow that north property line. It is just easier to vacate the whole thing and then dedicate a new one if needed.

Mr. Duncan didn't have an issue with this request and understood that part of that north side is already being vacated. Mr. Bolander stated this is correct.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 010-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 010-14
Samuel Carpenter
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-256 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide stormwater easement located at 1202 Bramar Drive 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 wide stormwater easement located at 1202 Bramar Drive in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

Commencing at a found iron pin at the Northeast corner of Lot Numbered Twenty-Three (23) in Bramar Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof; thence South 02 degrees 40 minutes 32 seconds West along the East line of said Lot 23 a distance of 11.78 feet to a found iron pin; thence South 81 degrees 27 minutes 46 seconds West a distance of 0.50 feet to the point of beginning; thence South 58 degrees 52 minutes 28 seconds West a distance of 146.62 feet; thence North 01 degrees 56 minutes 40 seconds East a distance of 23.87 feet; thence North 58 degrees 52 minutes 28 seconds East a distance of 85.52 feet; thence North 81 degrees 27 minutes 46 seconds East a distance of 52.07 feet to the point of beginning.

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

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 7, 2014

Item: COUNCIL BILL NO. 2014-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly — Date: 3/28/2014
City Attorney: Brian Head — Date: 3/27/14
Interim City Manager: Samuel L. Anselm — Date: 3/26/14
Board or Commission: Planning and Zoning Commission — Date: 3/10/2014

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

SUMMARY/REQUEST:
Case 013-14: 3502 Enterprise Avenue – A request for the vacation of a 50 foot wide railroad spur dedicated to the City of Joplin – Patrick Sauerland.

STAFF SUMMARY:
The railroad spur was dedicated as a railroad easement to the City of Joplin in 1993. The City assisted in the construction of the spur to support the development of the property. The owner, Cott Beverages, is planning an expansion of the current building into the existing railroad easement. Staff has reviewed the easement and finds no need for the easement. It is in both the City's and the property owner's best interest to vacate the easement and have the property owner privately maintain and control the railroad spur.

Staff recommends approval of Case 013-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Patrick Sauerland, with Insight Real Estate, Oak Brook, Illinois, appeared representing Cott Beverages for the vacation of a 50-foot wide railroad spur.

PUBLIC COMMENT:
None.

Z&P Meeting: March 10, 2014
City Council Meeting: April 7, 2014

STAFF PLANNING REPORT
Vacation

CASE 013-14:

A request for the vacation of a 50 foot wide railroad spur dedicated to the City of Joplin.

APPLICANT: Patrick Sauerland

PROPERTY OWNER: Cliffstar LLC (Cott Beverages)

LOCATION: 3502 Enterprise Avenue

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Railroad spur	50' wide

REASON FOR VACATION:

The property owner has requested this vacation to allow for the expansion of the existing facility at 3502 Enterprise Avenue in the Joplin-Webb City Industrial Park.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The railroad spur was dedicated as a railroad easement to the City of Joplin in 1993. The City assisted in the construction of the spur to support the development of the property. The owner, Cott Beverages, is planning an expansion of the current building into the existing railroad easement. Staff has reviewed the easement and finds no need for the easement. It is in both the City's and the property owner's best interest to vacate the easement and have the property owner privately maintain and control the railroad spur.

Staff recommends approval of Case 013-14.

ENCLOSURES: Survey

RECEIVED
2-6-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 013-14
Filing Fee: $ 350.00
Date Advertised: 2-23-14
Date Notices Sent: 2/19
Public Hearing Date: 3-10-14

I. Applicant Name: Patrick Sauerland Phone: 630.617.9115

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

Address: 1400 16th Street, Suite 300, Oak Brook, IL Zip: 60523

Email: psauelrand@insiterealestate.com

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

Street Vacation X → Railroad R.O.W. vacation

Alley Vacation_____

Utility vacation_____

Other (Please specify) Vacation of railroad right-of-way dedicated to the City of Joplin

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

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. Private rights will not be injured or endangered by the proposed vacation. The vacation constitutes less than 500 sf of land area and is needed to allow for a building to be constructed in the vicinity of the ROW

2. The vacation will not cause the public to suffer a loss or inconvenience. The vacation will not cause the public to suffer a loss or inconvenience. The remainder of the existing railroad is sufficient to allow operation of the rail lines. The proposed vacation is a very small area and surrounded wholly by private property.

3. In justice to the applicant(s) the vacation should be granted. The proposed vacation should be granted to to allow for a building expansion to be completed for the existing facility located at 3502 Enterprise avenue. The small area of vacation will not affect the existing rail line operation or maintenance.

V. Required Attachments:

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

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

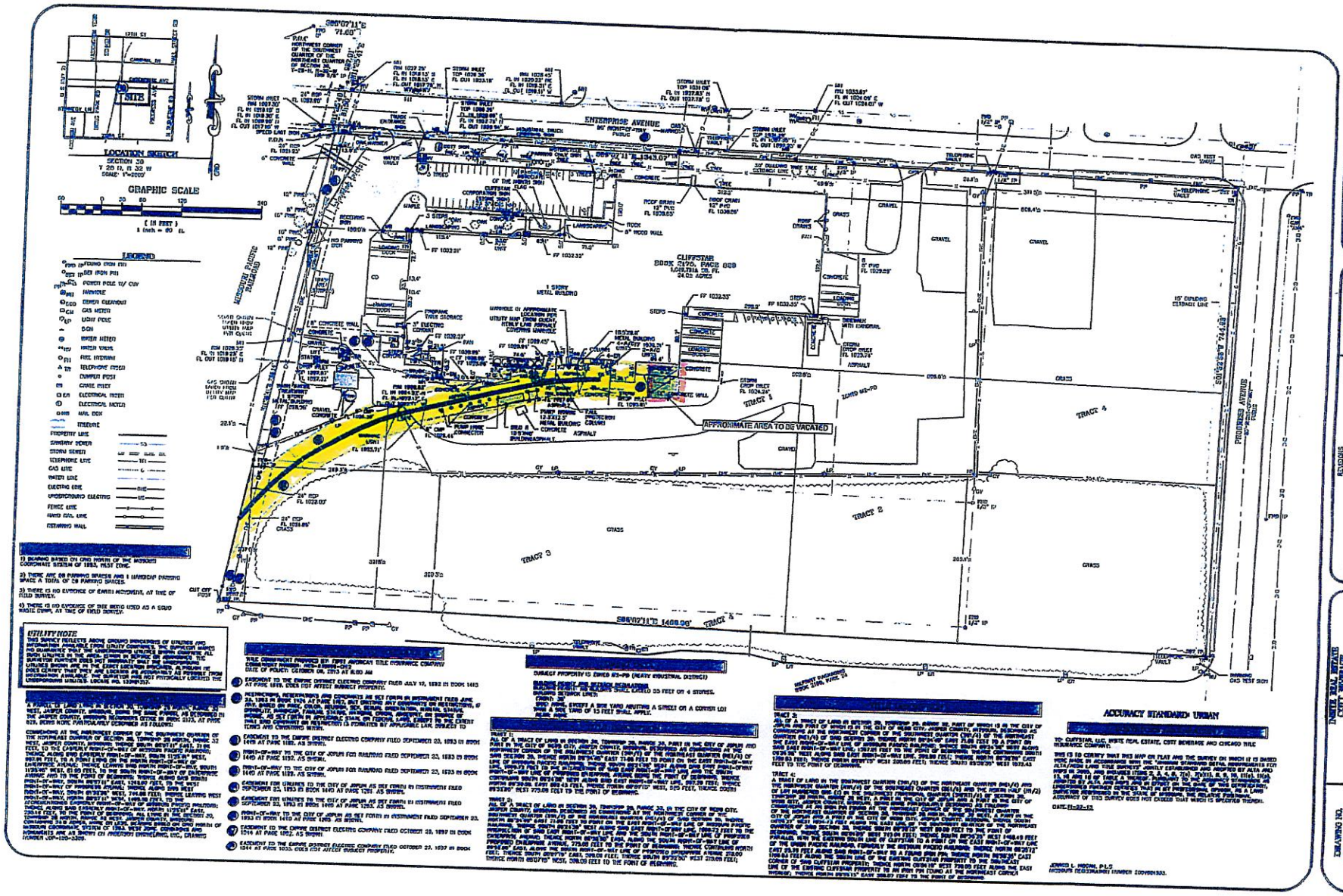
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

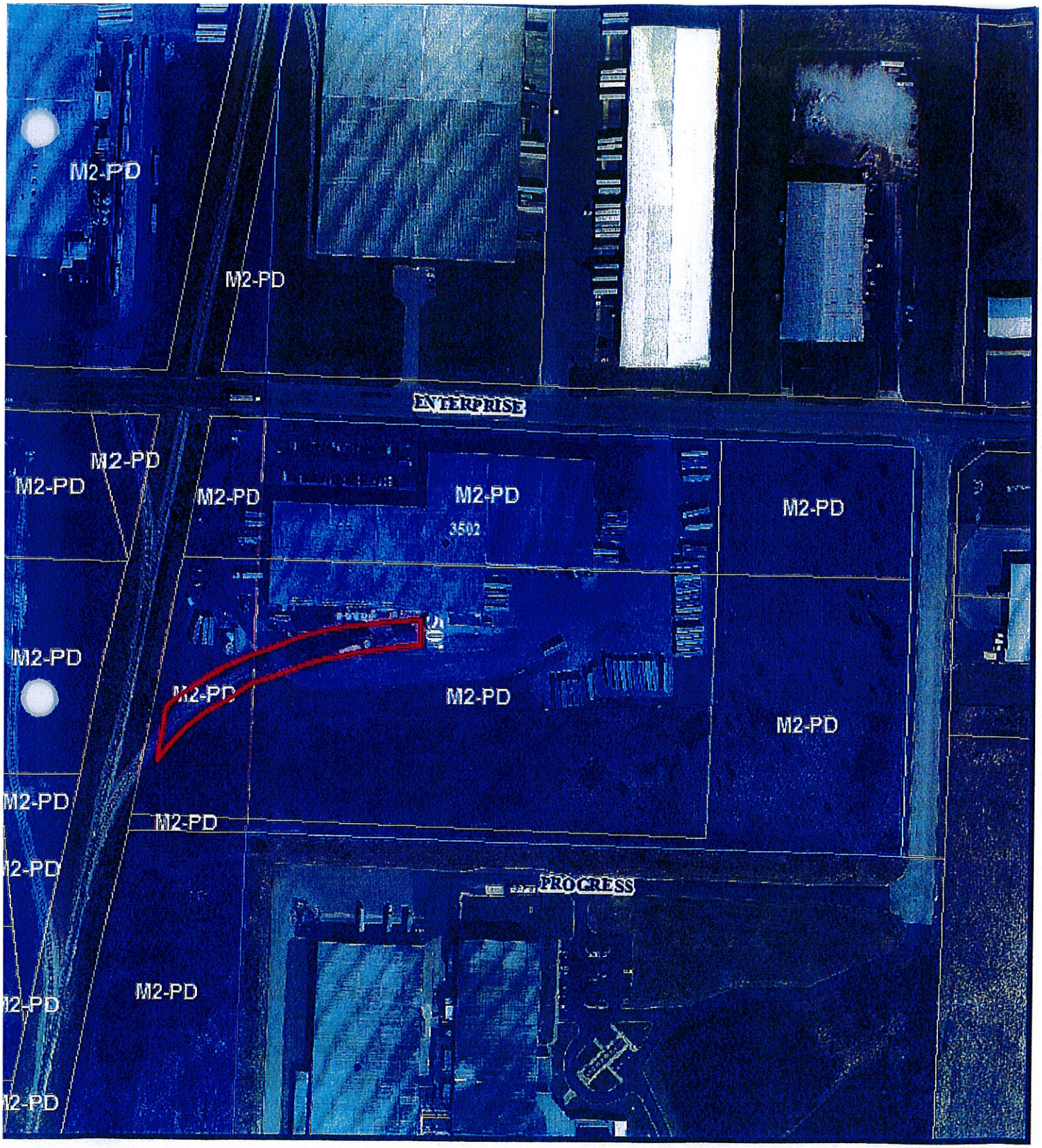
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: Patrick Sauerland DATE: 2/5/2014

BY: Patrick Sauerland

TITLE: Project Manager


LOCATION SKETCH
SECTION 30
T 28 N, R 32 W
SCALE: 1"=2000'
SITE
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
LEGEND
ENTERPRISE AVENUE
CLIFFSTAR
BOOK 2470, PAGE 629
1,016,781± SQ. FT.
24.02± ACRES
1 STORY METAL BUILDING
APPROXIMATE AREA TO BE VACATED
PROGRESS AVENUE
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
GRASS
GRAVEL
CONCRETE
ASPHALT
S89°07'11"E 1468.96'
S89°07'11"E 71.60'
S89°07'11"E 1343.37'
UTILITY NOTE
ACCURACY STANDARD: URBAN
ANDERSON ENGINEERING, INC.
TOPOGRAPHIC SURVEY
DRAWING NO. JOP-100-2366
SHEET NUMBER 1 OF 1
NW¼ SW¼ SEC. 30, T. 28 N., R. 32 W., JASPER COUNTY, MISSOURI



Case 013-14: A request for the vacation of a 50 foot wide railroad right-of-way dedicated to the City of Joplin at 3502 Enterprise Avenue. - Patrick Sauerland

N

Case 013-14: 3502 Enterprise Avenue – A request for the vacation of a 50 foot wide railroad spur dedicated to the City of Joplin – Patrick Sauerland.

Mr. Harrington opened the public hearing for Case 013-14.

Mr. Patrick Sauerland, with Insight Real Estate, 1400 16th Street, Suite 300, Oak Brook, Illinois, appeared representing Cott Beverages for the vacation of a 50-foot wide railroad spur.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 013-14.

MR. RAMSOUR MOVED, SECONDED BY MR. CORTEZ, THAT CASE 013-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 013-14
Patrick Sauerland
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-257 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 50-foot wide railroad spur dedicated to the City of Joplin being located at 3502 Enterprise 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 50-foot wide railroad spur dedicated to the City of Joplin being located at 3502 Enterprise Avenue in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A 50.00 foot wide railroad right-of-way, the centerline of which is described as follows: Commencing at the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 30, Township 28, Range 32, in Jasper County, Missouri, thence North 89 degrees 54 minutes 40 seconds East 71.66 feet to the East right-of-way of the Missouri-Pacific Railroad, thence South 09 degrees 24 minutes 58 seconds West on said East right-of-way, 1688.61 feet to the point of beginning, thence on a non-tangent curve to the right, with a radius of 459.28 feet, and with a chord bearing of North 42 degrees 10 minutes 49 seconds East, an arc distance of 122.49 feet to the terminus. Containing 0.13 acres, more or less; AND A 50.00 foot wide railroad right-of-way, the centerline of which is described as follows: Commencing at the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 30, Township 28, Range 32, in Jasper County, Missouri, thence North 89 degrees 54 minutes 40 seconds East 71.66 feet to the East right-of-way of the Missouri-Pacific Railroad, thence South 09 degrees 24 minutes 58 seconds West on said East right-of-way, 1597.01 feet, thence North 89 degrees 52 minutes 50 seconds East 67.02 feet to the point of beginning, thence on a non-tangent curve to the right, with a radius of 459.28 feet, and with a chord bearing of North 61 degrees 14 minutes 23 seconds East, an arc distance of 183.07 feet, thence North 72 degrees 39 minutes 32 seconds East, 154.64 feet, thence on a curve to the right, with a radius of 591.08 feet, and a chord bearing of North 81 degrees 16 minutes 11 seconds East an arc distance of 177.66 feet, thence North 89 degrees 52 minutes 50 seconds East, 75.00 feet to the terminus. Containing 0.68 acres, more or less.

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

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 7, 2014

Item: COUNCIL BILL NO. 2014-258
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly NAH Date: 3/28/2014
City Attorney: Brian Head BJH Date: 3-28-2014
Interim City Manager: Samuel L. Anselm Date: 3/27/14
Board or Commission: Planning and Zoning Commission MAW Date: 3/10/2014

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

SUMMARY/REQUEST:
Case 015-14: 2600 Block of South Byers Avenue - A request for the review of the Final Plat of "Darren Addition" – Darren Collins.

STAFF SUMMARY:
The final plat is for Darren Addition, a proposed 3 lot subdivision in the 2600 block of South Byers Avenue. This plat is a re-plat of Lot 5 of Mohaska Subdivision which was originally platted in 1916. The Mohaska Subdivision was originally platted as a large lot subdivision with most lot sizes ranging from 3/4 of an acre to over an acre. Most of the original lots were subdivided over the years into smaller lots. Lot 5 is one of the few remaining lots that have never been split into smaller lots. The applicant is requesting to split the lot into 3 lots to be consistent with development trends to the north and east. The Planning and Zoning Commission has the authority to grant a variance on the minimum lot width if they deem it appropriate at this location.

Staff recommends approval of Case 015-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Darren Collins appeared to request the review of the final plat for Darren Addition to be located in the 2600 block of South Byers Avenue. He plans to make three (3) 60-foot lots out of the existing 180-foot plat, with two homes having been constructed on the 60-foot lots. He wishes to divide the property into 60-foot lots instead of the 65-foot lots that are normally required, but again, it will fit the neighborhood with what is already there.

Mr. Duncan stated that this property drops off fairly quickly, and he asked if this plat technically meets the square footage for zoning. Mr. Bolander replied that the square footage requirements will be met. The only standard the plat doesn't meet is the width, but the City Council has the ability to approve lots that are smaller. The staff has determined that the proposed lots fit the character of the neighborhood.

Mr. Ramsour asked about the required side-yard setback, and Mr. Bolander replied a minimum of six feet on each side.

Mr. Brown asked Mr. Collins if he already constructed some homes on 60-foot lots, and he replied that he has built homes on 60-foot lots adjoining this property. The home closest to the plat in this request is a home he has constructed on a 55-foot lot.

Mr. Cortez asked Mr. Collins about the square footage of the homes he has constructed in this area. He replied 1,500 square feet, with three bedrooms and two-car garages. He has several designs that can be placed on those smaller lots. The lots allow for 48-foot homes, with the homes he is building not quite that size.

Mr. Duncan stated that the commissioners have two different plat maps and asked what changes were made.

Mr. Wright replied that the first plat from March 4th was the preliminary plat, with the second plat being the final plat. The final plat contains just a few changes that are not required for the recorder. Mr. Collins stated that no changes were made.

Mr. Eastman asked if safe rooms can be constructed with the slope. Mr. Collins stated that the last house he constructed slopes off enough that the foundation is deep enough where a safe room was added at the end of the house. It has a fabricated steel door and access about four feet deep. It is solid concrete with a door on top.

PUBLIC COMMENT:
None.

Z&P Meeting: March 10, 2014
City Council Meeting: April 7, 2014

STAFF PLANNING REPORT
Final Plat

CASE 015-14:

Final Plat review for "Darren Addition."

NAME OF SUBDIVISION: Darren Addition

LOCATION: 2600 block of S. Byers Avenue

APPLICANT: Darren Collins

PRESENT ZONING: R-1 (Single-Family)

PRESENT LAND USE: Single-Family Residential

SITE CONTEXT:

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

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
3	13,200 ft²	13,200 ft²	13,200 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Byers Avenue	Local	40'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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

The proposed subdivision complies with the City's Subdivision Regulations with the exception of the minimum lot width (65'). The proposed subdivision will have three 60' wide lots. The re-plat is located in a neighborhood with a variety of lot widths, including adjacent lots that are also 60' wide. With the 220' lot depth, the overall square footage of the lot (13,200 square feet) exceeds the minimum lot size of 7,800 square foot for single-family residential.

From Subdivision Regulations: *Whenever the Planning and Zoning Commission deems full conformance to provisions of these [subdivision] regulations is impractical or impossible due to the size, shape, topographic location or condition, or such usage of land included in a subdivision plat being presented for approval, the Planning and Zoning Commission may authorize variances of these regulations. In authorizing such variances or exceptions, the Planning and Zoning Commission shall find the following:*

A. *That there are special circumstances or conditions affecting the property;*
B. *That the variances of exceptions are necessary for the reasonable and acceptable development of the property in question; and*
C. *That the granting of the variances or exceptions will not be detrimental to the public welfare or injurious to other property in the vicinity in which the property is situated.*

DISCUSSION

The final plat is for Darren Addition, a proposed 3 lot subdivision in the 2600 block of S. Byers Avenue. This plat is a re-plat of Lot 5 of Mohaska Subdivision which was originally platted in 1916. The Mohaska Subdivision was originally platted as a large lot subdivision with most lot sizes ranging from 3/4 of an acre to over an acre. Most of the original lots were subdivided over the years into smaller lots. Lot 5 is one of the few remaining lots that have never been split into smaller lots. The applicant is requesting to split the lot into 3 lots to be consistent with development trends to the north and east. The Planning and Zoning Commission has the authority to grant a variance on the minimum lot width if they deem it appropriate at this location.

Staff recommends approval of Case 015-14.

ENCLOSURES:
Final Plat

Submit by Email | Print Form

RECEIVED 3-10-14

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case ~~Subdivision~~ No.: 015-14
Date Filed: 3-10-14
P+Z Date of Meeting: 3-10-14
Fee: Preliminary plat

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Darren Addition

II. Name of Owner: Darren Collins, Larry & Judith Hartman

III. Name of Subdivider: Darren Collins

IV. Name of Person who prepared the Plat: Chris Stewart

V. Date of Hearing: 3-10-14

VI. Location of Property by Streets: 26th & Byers Ave.

VII. Present Zoning of Property R-1

VIII. Present Uses of Property Single-Family, partially undeveloped

IX. No. of Acres in Total Tract .61 No. of Lots 3

Instructions:

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

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

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☒ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☒ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☒ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☒ ☐

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☒ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☐ ☐ N/A

I. Building setback lines on the front and side streets with dimensions. ☒ ☐

J. Name and address of the registered land surveyor preparing the plat. ☒ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☒ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☐ ☐ N/A

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ☒ ☐

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☒ ☐

B. Dedications or reservations. ☐ ☐ N/A

C. Surveyor preparing plat. ☒ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐ N/A

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☒

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

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

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

N/A

XV. Are additional comments attached? ☐ ☒



Case 015-14: A request for the review of a Final Plat for Darren Addition, a 3 lot subdivision in the 2600 block of S. Byers Avenue. - Darren Collins

N

Case 015-14: 2600 Block of South Byers Avenue – A request for the review of the Final Plat of "Darren Addition" – Darren Collins.

Mr. Harrington opened the public comment period for Case 015-14.

Mr. Darren Collins, 3600 Southeast 11th Street, Galena, Kansas, appeared to request the review of the final plat for Darren Addition to be located in the 2600 block of South Byers Avenue. He plans to make three (3) 60-foot lots out of the existing 180-foot plat.

Mr. Harrington asked for questions from the commissioners.

Mr. Duncan stated that the commissioners have two different plat maps, one from March 4th and one from March 10th. He asked what changes were made.

Mr. Wright replied that the plat from March 4th was the preliminary plat, with the plat from March 10th being the final plat. The final plat contains just a few changes that are not required for the recorder. Mr. Collins stated that no changes were made.

Mr. Eastman asked if safe rooms can be constructed with the slope. Mr. Collins stated that the last house he constructed slopes off enough that the foundation is deep enough where a safe room was added at the end of the house. It has a fabricated steel door and access about four feet deep. It is solid concrete with a door on top.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 015-14.

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR, THAT THE FINAL PLAT AS PRESENTED IN CASE 015-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 015-14
Darren Collins
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-258 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for DARREN ADDITION located in the 2600 block of South Byers Avenue in the City of Joplin, Jasper County, Missouri.

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

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

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

All of Lot Numbered Five (5) Plat of Mohaska Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Being a part of Section 15, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri.

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

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

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

ATTEST: _____ Melodee Colbert-Kean, Mayor

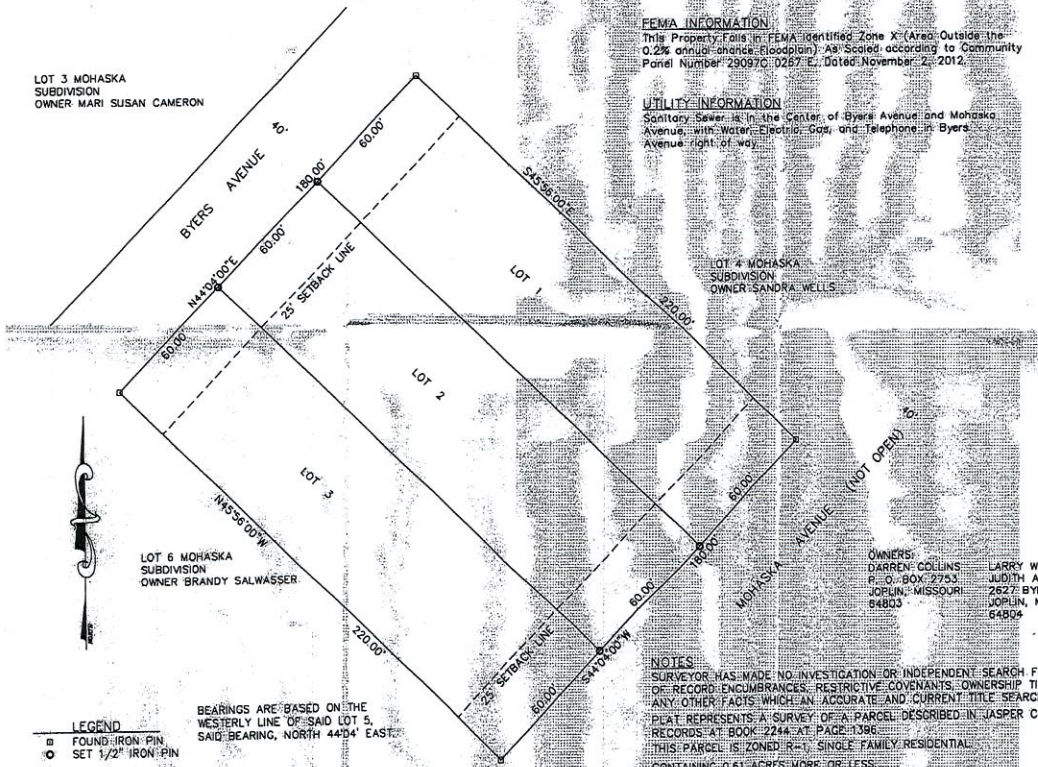
_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

FINAL PLAT
DARREN ADDITION

A REPLAT OF LOT 5 MOHASKA SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.



LEGEND
- ⊠ FOUND IRON PIN
- ○ SET 1/2" IRON PIN

BEARINGS ARE BASED ON THE WESTERLY LINE OF SAID LOT 5, SAID BEARING, NORTH 44°04' EAST.

30 0 15 30
(IN FEET)
1 INCH = 30 FT.

DESCRIPTION
ALL OF LOT NUMBERED FIVE (5) PLAT OF MOHASKA SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
BEING A PART OF SECTION 15, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

CERTIFICATE OF APPROVAL
THIS PLAT OF DARREN ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ___ DAY OF _____, 20__.

CHAIRMAN _____

FEMA INFORMATION
This Property Falls in FEMA Identified Zone X (Area Outside the 0.2% annual chance floodplain) As Scaled according to Community Panel Number 29097C 0267 E, Dated November 2, 2012.

UTILITY INFORMATION
Sanitary Sewer is in the Center of Byers Avenue and Mohaska Avenue, with Water, Electric, Gas, and Telephone in Byers Avenue right of way.

OWNERS:
DARREN COLLINS
P. O. BOX 2753
JOPLIN, MISSOURI
64803

LARRY W. HARTMAN
JUDITH A. HARTMAN
2627 BYERS AVENUE
JOPLIN, MISSOURI
64804

NOTES:
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
PLAT REPRESENTS A SURVEY OF A PARCEL DESCRIBED IN JASPER COUNTY DEED RECORDS AT BOOK 2244 AT PAGE 1396.
THIS PARCEL IS ZONED R-1, SINGLE FAMILY RESIDENTIAL.
CONTAINING 0.61 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE
I, CHRIS E. STEWART, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS REPRESENTATIVE OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS ___ DAY OF _____, 2014.

CHRIS E. STEWART RLS NO. 1960

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

03-10-2014
CHRIS E. STEWART RLS 1960

DEDICATION
KNOW ALL MEN BY THSES PRESENTS THAT DARREN COLLINS AND LARRY W. AND JUDITH A HARTMAN, THE OWNERS OF DARREN ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DOES HEREBY, PUBLISH, DECLARE AND ACKNOWLEDGE, THE ANNEXED PLAT THEREON WITH THE LOTS AND EASEMENTS AS SHOWN THEREON AND DO HEREBY DEDICATE ALL EASEMENTS AS SHOWN THEREON TO THE PUBLIC FOREVER, AND DO HEREBY CERTIFY THAT THE TAXES FOR 20___, AND ALL PREVIOUS YEARS ARE PAID.

_____ _____ _____

STATE OF MISSOURI
COUNTY OF JASPER

ON THIS ___ DAY OF _____, 20___, BEFORE ME A NOTARY PUBLIC IN AFORESAID COUNTY AND STATE, PERSONALLY APPEARED DARREN COLLINS AND LARRY W. HARTMAN AND JUDITH A. HARTMAN KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF MISSOURI
COUNTY OF JASPER

THIS PLAT OF DARREN ADDITION, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINACE NO. _____. DULY PASSED AND APPROVED BY THE MAYOR ON THE _____, 20___, OF JOPLIN, MISSOURI.

MAYOR _____ CITY CLERK _____ CITY ENGINEER _____

STATE OF MISSOURI } SS
COUNTY OF JASPER }

I, _____, Recorder of Deeds of Jasper County, do hereby certify that the within instrument of writing was, on the ___ day of _____, 20___ at ___ o'clock ___ mins ___ m duly filed for record in this office and is recorded in the records of this office, in Book ___ at page _____, in witness whereof I have hereunto set my hand and affixed my seal at Carthage, Missouri, this _____ day of _____, 20__.

_____ _____
RECORDER DEPUTY

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

CHRIS STEWART SURVEYING
1217 E. 24th Street PHN 417-782-1595
Joplin, Missouri FAX 417-625-2166
64804

CUSTOMER: DARREN COLLINS			
SURVEY OF DARREN ADDITION			
DATE 02/11/14	BY CES	REVISED 3-10-14	BOOK
SCALE 1"=30'	ACC Urban		PAGE
			FILE mohasdca

ORDINANCES

EMERGENCY

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: April 21, 2014
ITEM: Council Bill No. 2014-012 approving a Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing & Assembly, LLC.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2014-012; Exhibit "A" – Loan Recipient Agreement

DEPARTMENT HEAD:	Brian W. Head BH	**DATE:** 4/17/14
INTERIM CITY MANAGER:	Sam Anselm OM for ICM.	**DATE:** 4/17/14
FINANCE DIRECTOR:	Leslie Haase LH	**DATE:** 4-17-14
PLANNING-C.D. DIRECTOR:	Troy Bolander T.B	**DATE:** 4-17-14

INTRODUCTION:

This Council Bill authorizes the execution of an Agreement between the City of Joplin and Able Manufacturing & Assembly LLC for an economic development loan of One Million, Two Hundred Thousand Dollars ($1,200,000.00).

DISCUSSION:

Able Manufacturing and Assembly LLC ("Able") is a longstanding company in Joplin that employees approximately 265 people. Able has requested a loan from the City's Economic Development Revolving Fund. The City has drafted an Agreement to loan the sum of One Million, Two Hundred Thousand Dollars ($1,200,000.00) to Recipient from its Economic Development Revolving Fund. The loan will be partially secured in the amount of Six Hundred Fifty Thousand Dollars ($650,000.00).

The loan terms are as follows. It is a five (5) year loan, with option to extend for two (2) years. Able will pay quarterly interest at 3.5%. Able will make principal payments of $25,000 at end of year 2, principal payment of $25,000 at end of year 3; principal payment of $50,000 at end of year 4; and the balance of principal at end of year 5. If an option is exercised, a principal payment of $100,000 required at end of year 5 and $50,000 principal payment at end of year 6. Able Body will make $2.4 million in repairs and improvements within twenty-four (24) months, thereby matching the funds supplied by the City. Able considers these repairs, improvements and equipment necessary to

become more competitive and grow its business.

ADVISORY OPINION:

Staff offers an advisory opinion on this Council Bill.

PCE:ab
attachment

LOAN RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between the **Able Manufacturing & Assembly, LLC**, an Indiana Limited Liability Company, hereinafter referred to as "Recipient", and the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, Recipient has requested a loan from the City's Economic Development Revolving Fund; and

WHEREAS, the City desires to make certain Economic Development Revolving Fund loan available to Recipient; and

WHEREAS, in exchange for said funds, 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 Intent and Purpose. This Agreement sets forth the rights and duties of City and Recipient with regard to the loan and completion of capital expenditure projects agreed to herein. The parties hereby agree and acknowledge that their mutual goal and objective is the completion of the projects to make Recipient more competitive and to foster currents jobs and further job growth. The parties hereto further acknowledge that this Agreement sets forth their mutual intent and desire and is intended to create, and shall be interpreted to establish and foster, a relationship of mutual cooperation, trust and effort.

2. Loan Amount. City has agreed to loan the sum of One Million Two Hundred Thousand Dollars ($1,200,000.00) to Recipient from its Economic Development Revolving Fund pursuant to the terms, covenants and conditions hereinafter set forth and in accordance with the Promissory Note and Deed of Trust to be signed by Recipient, attached hereto and incorporated herein as Exhibits B and C, respectively. Recipient agrees to hold the money in a separate account and that the loan proceeds are not to be commingled with other company funds. Recipient shall execute a Promissory Note in that amount according to the terms of this Agreement.

3. Loan Repayment. Recipient shall repay the loan according to the following schedule. The effective date of the loan shall be the date that the check is delivered to Recipient. For each year after the effective date, "effective date" shall mean the same day on the successive years.

a. Year 1. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date.
b. Year 2. Recipient shall pay quarterly interest payments amortized at a rate of 3.5%

interest, payable every three months from the effective date. At the end of Year 2, Recipient shall make a $25,000.00 principal reduction payment.

c. Year 3. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 3, Recipient shall make a $25,000.00 principal reduction payment.

d. Year 4. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 4, Recipient shall make a $50,000.00 principal reduction payment.

e. Year 5. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 5, Recipient shall repay the remaining balance of the loan in full.

f. Option for two (2) additional years. Recipient shall have the option to roll the remaining principal balance over for two additional years. If Recipient exercises this Option, it shall make a $100,000.00 principal reduction payment at the end of Year 5 and notify the City of its intent to exercise the Option. If the Option is exercised, Year 6 and Year 7 payments shall be made as follows.

g. Year 6. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 6, Recipient shall make a $50,000.00 principal reduction payment.

h. Year 7. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 7, Recipient shall repay the remaining balance of the loan in full.

4. Collateral.

a. To secure repayment of the loan, Recipient shall grant City a first deed of trust on the real estate, including but not limited to the land, buildings, fixtures and other improvements located at the property known as 3942 W. 7th Street, Joplin, Jasper County, Missouri." Recipient represents that the property will free and clear of any and all liens or encumbrances at the time the Deed of Trust is executed and the loan proceeds are delivered.

b. Recipient shall grant City a first lien and purchase money security interest on all equipment purchased with the loan proceeds, including but not limited to a Plasma Cutter, said security agreement attached hereto and incorporated herein as Exhibit D. Recipient represents and warrants that a Plasma Cutter will be purchased with the City's Loan Proceeds in the approximate amount of $250,000.00. Recipient and City agree that the sum of $250,000.00 is earmarked for the purchase of the Plasma Cutter and that said sum will be held in the separate account until the Plasma Cutter is purchased.

c. Recipient agrees to grant City a second lien and security interest in all of Recipient's inventory, fixtures, equipment, vehicles, accounts receivable, stocks, bonds and negotiable instruments. Recipient agrees to sign and grant City a Security Agreement, Assignment and UCC-1 covering the collateral, attached hereto and incorporated herein as Exhibits E, F and G, respectively.

5. Capital Expenditure Projects. Recipient has provided City with a list of Capital Expenditures ("Projects") and Improvements that it desires and agrees to make at its two (2) Joplin facilities. The list of projects totals $2,424,000.00. Recipient has made representations to the City that these Capital Expenditures are necessary to the continued operation of the business and to keep the business competitive. In consideration for the City making this Loan, Recipient is agreeing to complete all of the Capital Expenditure projects within two (2) years of the effective date of this Agreement. Loan funds may not be used for project expenses incurred prior to the signing of this Agreement. A copy of the Capital Expenditure list is attached hereto and incorporated herein as Exhibit A.

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

a. All expenditures and receipts for the Project.

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. Insurance. Recipient shall obtain and maintain in full force and effect throughout the term of this agreement insurance covering the collateral described in this Agreement for sufficient amounts to cover the replacement cost of the collateral described in this Agreement with an insurance company licensed to do business in the State of Missouri, approved by the State of Missouri and acceptable to the City. Recipient shall provide City with proof of such insurance so required prior to the payment of any loans funds contemplated under this Agreement. The City reserves the right to review these insurance requirements during the term of this agreement, and to adjust insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or the claims history of the industry or the Licensee. City shall be named as an additional insured on all of the policies mentioned herein and shall be notified no less than fifteen (15) days prior to the cancellation of any policy.

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

10. Indemnification. In addition, the Recipient, its agents and its employees shall hold City harmless from all claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein. Recipient shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to the relationship created by this Agreement.

11. 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.

12. Non-Discrimination. Recipient shall not discriminate against any person as to race, sex, creed, handicap, national origin, age, or veteran status, in the performance of this contract and the Projects supported by public funds.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Entire Agreement. This Agreement (including any Exhibits and documents referenced herein) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

15. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

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

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

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

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

Able Manufacturing & Assembly, LLC
a Missouri Limited Liability Company

_____
Dan Hillenbrand
President/Managing Member

ATTEST:

_____
Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI
a Municipal Corporation

_____
Samuel L. Anselm
Interim City Manager

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EXHIBIT A
Statement of Assurances

Able Manufacturing & Assembly, LLC hereby assures and certifies that:

(a) It possesses legal authority to apply for the loan and to perform the loan requirements herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) It will comply with:
(1) The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;

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

(p) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) It will minimize displacement of persons as a result of activities assisted with such amounts.

(r) It will not attempt to recover any capital costs of public improvements assisted in whole or part under section 106 or with amounts resulting from a guarantee under section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low or moderate income who are not persons of very low income, the grantee certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received under section 106 to comply with the requirements of clause (i).

(s) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection 9a).

(t) A monthly (unless another time period is specified) report is required. This report must contain the results of the program including financial and beneficiary data. This report is due the 10th of each following month during the grant award period.

EXHIBIT B

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

Exhibit A

Able Manufacturing & Assembly
CapEx Needs

Schifferdecker Plant
1000 Schifferdecker Avenue, Joplin

Description	Est. Cost
Replace Electrical transformers (high risk, if not done, may shut down plant operations)	$ 400,000
Cost to move equipment from Kansas plant and re-install in Joplin	75,000
Repair/upgrade exterior plant lighting	9,000
Roof repairs	600,000
Air filtration/dust collection system	90,000
Upgrade software/hardware throughout facility	75,000
Plasma cutter for competitiveness (currently send work out; this will enable company to do in-house)	250,000
Safety/environmental upgrades throughout plant	50,000
3/4 ton Truck to move inventory between plants	40,000
Sprinkler head replacements	80,000
HVAC repair/replacement and cooling tower work	65,000
Replace 1950's plant heaters	45,000
Paint facility improvements	100,000
Misc. Equipment/tooling needed	75,000
Total	1,954,000

7th Street Plant
3942 7th Street, Joplin

Description	Est. Cost
Roof & building repairs	150,000
Air filtration/dust collection system	60,000
Leasehold improvements to bring rented storage and shipping building to OSHA standards	20,000
Parking lot, paving and drainage repairs for driving forklifts/equipment between buildings	100,000
Upgrade software/hardware throughout facility	20,000
Tear down of older building	25,000
Safety/environmental upgrades throughout plant	50,000
Misc. Equipment/tooling needed	45,000
Total	470,000

Total for both plants	$ 2,424,000

COUNCIL BILL NO. 2014-012 ORDINANCE NO.

AN ORDINANCE approving a Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing & Assembly, LLC., providing for the loan of up to One Million, Two Hundred Thousand Dollars, No Cents ($1,200,000.00) from the Economic Development Fund; authorizing the Interim City Manager to execute the Loan Recipient Agreement and other appropriate documents as required therein, by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, desires to provide certain economic development incentives to Able Manufacturing & Assembly, LLC, for the purpose of providing Able Manufacturing & Assembly, LLC., with certain bridge-financing arrangements for a short term basis; and

WHEREAS, the City desires to utilize certain Economic Development funds, with said funds to be utilized in bridge-financing assistance for Able Manufacturing & Assembly, LLC.

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

Section 1. That the Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing Assembly, LLC., a true and accurate copy, or copy in substantially similar form, being attached hereto and incorporated herein as Exhibit "A", be and the same is, hereby approved.

Section 2. That the Council of the City of Joplin does hereby appropriate the sum of One Million, Two Hundred Thousand Dollars, No Cents ($1.200,000.00) from the Economic Development Fund to be utilized to provide certain bridge-financing assistance to Able Manufacturing Assembly, LLC, on a short-term basis.

Section 3. That the Interim City Manager is hereby authorized and directed to execute the attached Loan Recipient Agreement, or, said Agreement in substantially similar form, upon recommendation by the City Attorney, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance, dealing with the appropriation of funds of the City of Joplin, is an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its

adoption and approval.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 21, 2014
Council Bill No. 2014-128

Item: Consultant Agreement with BARTLETT & WEST, INC. for the Storm Sewer Damage Assessment & GIS Mapping of the Tornado Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Contract Agreement
2) Council Bill No. 2014-128

Department Head: Nicholas A. Heatherly Date: 4/15/14
Finance Department: Leslie Haase Date: 4-18-14
City Attorney: Brian Head Date: 4-15-14
Interim City Manager: Samuel L Anselm Date: 4/15/14

Recommended Action: Approval of a Consultant Agreement with BARTLETT & WEST, INC. in the amount of $608,260.00 for Storm Sewer Damage Assessment & GIS Mapping of the Tornado Zone Project.

Background: The May 2011 tornado caused damage to the City's storm sewer system. City staff has determined that a project that assesses the damage to the storm sewer system throughout the tornado zone and maps the results using the City's GIS with State of Missouri DED funding is a priority for the remaining work to be done throughout the tornado zone. There are approximately 75,000 feet of pipes & culverts and approximately 1800 inlets in the tornado that need to be damage assessed. A significant portion of the services in this contract are cleaning and video inspecting the inlets and pipes of the storm sewer system, this is $294,000.00 of the total cost. The clean & TV inspection will be performed by ACE Pipe Cleaning as a sub consultant to Bartlett & West, Inc.

Discussion: City staff advertised in the Joplin Globe for one day and received 16 sets of qualifications from consulting firms for this project. Six firms were given interviews for this project and BARTLETT & WEST, INC. was selected. The consulting fees are within industry standards. The cost is 9.7% over the engineer's estimate because the engineer's estimate was based on a smaller number of inlets & pipes.

Recommendation: It is recommended that an award of the consultant agreement with BARTLETT & WEST, INC. not to exceed the amount of $608,260.00.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Bartlett & West, Inc.** Address: **1719 Southridge Drive, Ste 100** **JEFFERSON CITY, MO 65109**	
Attention: **Dan Johnson, P.E.**		Attention: **Bob Gilbert, P.E.**	
Department: **Public Works**		Phone: **(573) 659-6719**	Fax: **(573) 634-7904**
Phone: **417-624-0820**	Fax: **(417) 625-4738**		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Dan Johnson, P.E.
Civil Engineer (Sewers)

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Brian Head, City Attorney

Engineer:

Bartlett & West, Inc.

By: _____

Printed Name: Bob Gilbert, P.E.

Title: Location Manager/Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Bartlett & West, Inc.** Address: **1719 Southridge Drive, Ste 100** **JEFFERSON CITY, MO 65109**	
Attention: **Dan Johnson, P.E.**		Attention: **Bob Gilbert, P.E.**	
Department: **Public Works**		Phone: **(573) 659-6719**	Fax: **(573) 634-7904**
Phone: **417-624-0820**	Fax: **(417) 625-4738**		

WORK AUTHORIZATION NUMBER [redacted]
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number [redacted] exceed the sum of [redacted] Six Hundred and Eight Thousand Two Hundred Sixty Dollars and No Cents Dollars ($ 608,260.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin

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

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

Dan Johnson, P.E.
Civil Engineer (Sewers)

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Brian Head, City Attorney

Engineer: Bartlett & West, Inc.

By: _____

Printed Name: Bob Gilbert, P.E.

Title: Location Manager/Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A

FOR PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES

The services will be for:

The City of Joplin, Missouri, is seeking to complete a storm sewer system damage assessment for the area within the City that was damaged by the tornado that occurred on May 22, 2011. This assessment will generally include the field survey of the existing storm sewer inlet and pipe systems, and the field observations of the conditions of these systems to document the damage to the system. The field data will be collected digitally and be delivered in a Geographic Information System (GIS) system, and a report of the assessment will be developed.

The CONSULTANT agrees to provide professional services for the Storm Sewer System Damage Assessment as detailed in Section A, "Scope of Services", below.

A. SCOPE OF SERVICES

1. TASK 1 - PROJECT SETUP/ ADMINISTRATION /COORDINATION

1.1 Project kickoff meeting with City and other damage assessment consultants.
1.2 Coordination meetings/teleconferences with other consultants. (assumed 12 bi-weekly meetings)
1.3 City update meetings (assumed six total - monthly video conference)
1.4 Coordination with State Agency Funding Requirements (assumed limited involvement in agency reporting requirements and status updates)

2. TASK 2 - FIELD COLLECTION AND DAMAGE ASSESSMENT

2.1. Develop field damage assessment guidelines.
2.2. Develop standardized field collection dictionaries for data consistency (and load dictionaries into data collectors, and provide training to field crews).
2.3. GPS storm sewer features within the tornado damage area.
2.4. Inspect storm sewer features visually & with photos (pipe size, pipe type, invert elevations, conditions, etc.).
2.5. Assess tornado damage of storm sewer features using an objective rating system.
2.6. Download data from data collectors and process asset images.
2.7. Quality control and follow-up field collection.
2.8. Coordination with other consultant's data (management and delivery).
2.9. Provide access to WebGIS for data consistency and usability during project.

3. TASK 3 - CLEAN & TELEVISE STORM INFRASTRUCTURE

3.1. Develop project maps for Ace Pipe Cleaning, Inc. showing pipe to be cleaned and televised.
3.2. Manage/Schedule/Facilitate work of Ace Pipe through subcontractor agreement.
3.3. Facilitate kickoff meeting with Ace Pipe Cleaning, Inc.
3.4. Clean & televising of storm sewers by Ace Pipe Cleaning, Inc. as directed by Bartlett & West, based on field investigations.

3.5. On-site supervision and documentation of Ace Pipe Cleaning, Inc., CCTV and cleaning operations.
3.6. Follow-up field collection and inspection of cleaned storm sewers to determine pipe size, pipe type, invert elevation, etc., where not possible in initial field collection.
3.7. Provide electronic data of storm inspection data for City review.

4. TASK 4 - GIS DEVELOPMENT/COORDINATION

4.1. Geodatabase development.
4.2. Obtain and review existing GIS data from the City, combine and organize in City approved folder structure.
4.3. Coordinate & obtain GIS data transfer with Jasper and Newton Counties, compile with City data.
4.4. Compile storm sewer record drawings from the City and link to GPS-surveyed storm sewer features.
4.5. Density map generation to show tornado damage.
4.6. Data coordination meetings/teleconferences needed for coordination/consistency of data among team members.
4.7. MXD file and layer setup.
4.8. Data Publishing
4.9. Website Setup and deployment of GIS data for project, including pictures, video and reports.

5. TASK 5 - DELIVERABLES

5.1. Training city staff for use of GIS deliverable and data.
5.2. Coordination and deployment of draft data to City.
5.3. Final data deployment to City.
5.4. Assist City installing data from the storm system project on City GIS system.
5.5. Damage Assessment Report generation & submittal (DRAFT for review)
5.6. Damage Assessment Report completion and submittal (FINAL)

SUBCONTRACT EXPENSES - CLEAN & TELEVISE STORM PIPE

Subcontract to Ace Pipe Cleaning, Inc. for the following:

Clean & TV 15"-21" Storm Pipe – assumed 53,250 feet
Clean & TV 24"-36" Storm Pipe – assumed 17,750 feet
Heavy Cleaning – 15"-21" Storm Pipe- assumed 7,100 feet
Heavy Cleaning – 24"-36" Storm Pipe- assumed 1,420 feet
Catch Basin Cleaning, assumed 40% of the system needs cleaned, or 350 catch basins.

6. ADDITIONAL SERVICES (NOT INCLUDED)

If authorized by the CLIENT, the CONSULTANT will provide services in addition to those previously stated. This work will only proceed upon written authorization from the CLIENT. For instance, this may include additional alternatives or data to be investigated or collected, additional meetings not stated previously, or design work, hydraulic evaluations, cost estimating, advertising and bidding, award and construction phase services. It is anticipated that other consultants yet to be identified will utilize the information and data collected with

this scope of work to develop conceptual and final designs of improvements to the storm sewer system, but this scope of work does not develop those conceptual or final designs or cost estimates. Further, this scope of work will not rank or prioritize future projects that may be identified at a later date.

B. SERVICES/DELIVERABLES TO BE PROVIDED BY THE CITY

1. All available pertinent information that it may have in its possession or to which it may have access.
2. A representative to whom Engineer will report and from whom Engineer shall receive instruction and authorization.
3. Right of access to all properties as required during the execution of the work.
4. Excavation or other surface activity necessary to provide access to the features to be collected. This would also include any necessary restoration of pavements or other features on the surface.
5. A representative from the City who is familiar with the records and GIS system of the City to provide guidance to Engineer on record management procedures and data filing system preferences.
6. Review the data collected by the Engineer and provide prompt review comments so as to not delay the Engineer.

C. DELIVERABLES TO BE PROVIDED BY THE ENGINEER

1. The services of all professional and technical personnel required for the performance of the services described under Scope of Services, Task 5 above.
2. Up to 6 copies of the Damage Assessment Report (FINAL) for the project.

D. TIME OF PERFORMANCE

The services of Engineer are to commence upon the signing of the contract, and the final data deliverables and Damage Assessment Report within 180 days after receipt of notice to proceed.

E. COMPENSATION

The City will compensate Engineer for the work specified above as follows:

For all work and services described in the Scope of Services, except the work included in Subcontracted Services by Ace Pipe Cleaning, Inc., the hourly plus expense not to exceed

amount shall be Two Hundred Ninety-Four Thousand Four Hundred Dollars and No Cents ($294,400.00).

For all work and services included in Subcontracted Services by Ace Pipe Cleaning, Inc, the fee shall be the direct cost of the subcontract services furnished by the cleaning and CCTV consultant, plus 10 percent for administration and will not exceed Three Hundred Thirteen Thousand Eight Hundred Sixty Dollars and No Cents ($313,860.00). The scope and cost of said services would be reviewed and approved by the City prior to any authorization to proceed.

The grand total of all services (hourly plus subcontracted services, including 10 percent mark up) shall not exceed Six Hundred and Eight Thousand Two Hundred Sixty Dollars and No Cents ($608,260.00).

This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

F. METHOD OF PAYMENT

Payment to Engineer for services under Scope of Services will be made monthly based on the hours of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

G. SPECIAL CONDITIONS

This contract is subject to and incorporates the provisions attached hereto as Exhibit B, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions.

H. ACCEPTANCE

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning one signed copy.

Submitted by:

Bartlett & West, Inc.

Attest:

Bob Gilbert, P.E. – Location Manager/VP

Jim Ross, P.E. – Project Manager

City of Joplin

Attest:

Nick Heatherly, P.E. – Public Works Director

Dan Johnson, P.E. – Civil Engineer (Sewers)

PROJECT FEE ESTIMATE
Storm Sewer System Damage Assessment 2014
City of Joplin, Missouri

Tasks		Staff Hours									Total Labor Costs	Subtotals
		Eng. VIII	GIS Dev.	Eng. V	GIS An. III	Surv. V	Eng. II	Eng. Tech IV	GIS Tech II	Admin Tech IV		
		$190.00	$173.00	$147.00	$121.00	$119.00	$112.00	$86.00	$75.00	$67.00		
1.	**PROJECT SETUP / ADMINISTRATION / COORDINATION**											
	1.1 Project kickoff meeting with City and other damage assessment consultants.	8			8					2	$2,622	
	1.2 Coordination meetings/teleconferences with other consultants (assumed 12)	20		20	20						$9,160	
	1.3 City update meetings (assumed six video conference meetings)	12		12	12		6	6			$6,684	
	1.4 Coordination with State Agency Funding	2		2			8			8	$2,106	$20,572
2.	**FIELD COLLECTION AND DAMAGE ASSESSMENT**											
	2.1 Develop field damage assessment guidelines.	2		2	2		2				$1,140	
	2.2 Develop standardized field collection dictionaries for data consistency.		2		2			2	2		$910	
	2.3 GPS storm sewer features within the tornado damage area				12	220	12	220	12		$48,796	
	2.4 Inspect storm sewer features visually & with photos (pipe size, pipe type, invert elevations, etc.)				12	220	12	220			$47,896	
	2.5 Assess tornado damage of storm sewer features using an objective rating system.	16	2	24	24		40			4	$14,566	
	2.6 Download data from data collectors and process asset images.		2		12				12		$2,698	
	2.7 Quality control and follow-up field collection.	2		20	40	40		40	20		$17,860	
	2.8 Coordination with other consultants data (management and delivery)		4	8	16				16		$5,004	
	2.9 Provide access to WebGIS to use for data consistency and usability		8		4				4		$2,168	$141,038
3.	**CLEAN, TELEVISE & EVALUATE STORM INFRASTRUCTURE**											
	3.1 Develop project maps for Ace Pipe Cleaning, Inc. showing pipe to be cleaned and televised.	1	2	4	10				10		$3,084	
	3.2 Manage/Schedule/Facilitate work of Ace Pipe through subcontractor agreement.	2		12				8			$2,832	
	3.3 Facilitate kickoff meeting with Ace Pipe Cleaning, Inc.			4	4	4		4			$1,892	
	3.4 Clean & televising of storm sewers by Ace Pipe Cleaning as directed by B&W, based on field investigations.	See costs below									$0	
	3.5 On-site supervision, documentation and evaluation of Ace Pipe Cleaning, Inc., CCTV and cleaning operations.	8		12			48	120			$18,980	
	3.6 Follow-Up Field collection and inspection of cleaned storm sewers- where not possible in initial field collection.	1	1	2	4	40		40			$9,341	
	3.7 Provide electronic data of Storm Inspection data for City review.	1	1	1	20				20		$4,430	$40,559
4.	**GIS DEVELOPMENT & COORDINATION**											
	4.1 Geodatabase development.		2	2	10				10		$2,600	
	4.2 Obtain and review existing GIS data from the City. Combine and organize in City approved folder structure.			2	4		4		4		$1,526	
	4.3 Coordinate & Obtain GIS data transfer with Jasper and Newton Counties, compile with City Data				16				4		$2,236	
	4.4 Compile storm sewer record drawings from the City and link to GPS-surveyed storm sewer features.	1	2	8	24				64	12	$10,220	
	4.5 Density map generation to show tornado damage.	2			12				12		$2,732	
	4.6 Data Coordination meetings/teleconferences needed for coordination/consistency of data.	1	1	8	24				24		$6,243	
	4.7 MXD and layer setup				8				8		$1,568	
	4.8 Data publishing		4		12				12		$3,044	
	4.9 Website setup and Deployment of all GIS data for Project, including pictures, videos and reports.		8		24				24		$6,088	$36,257
5	**DELIVERABLES**											
	5.1 Training for use of GIS deliverable and data.	1		16	16				4		$4,778	
	5.2 Coordination and deployment of draft data to City.	1	2	4	8				8		$2,692	
	5.3 Final data deployment to City.	1	2	2	8				4		$2,098	
	5.4 Assist City installing data from the storm system project on City GIS system.				8						$968	
	5.5 Damage Assessment Report Generation & Submittal (DRAFT for review)	8		12	16		48		16	8	$12,332	
	5.6 Damage Assessment Report Completion & Submittal (FINAL)	2		6	8		20		8	8	$5,606	$28,474
	TOTALS	92	43	183	400	524	200	660	298	42	$266,900	

Tasks		Staff Hours									Total Labor	
		Eng. VIII	GIS Dev.	Eng. V	GIS An. III	Surv. V	Eng. II	Eng. Tech IV	GIS Tech II	Admin Tech IV	Costs	Subtotals
		$190.00	$173.00	$147.00	$121.00	$119.00	$112.00	$86.00	$75.00	$67.00		
	EXPENSES											
	Ace Pipe Cleaning Subcontract	Number	Unit	Unit Cost							Plus 10% Markup on Subs	
	CCTV & Light Cleaning Storm Pipe- 15"-21"	53,250	feet	$2.15	per lf					$114,488	$125,936	
	CCTV & Light Cleaning Storm Pipe- 24"-36"	17,750	feet	$3.00	per lf					$53,250	$58,575	
	Heavy Cleaning 15"-21" (Added cost, assumed 10% of 15"-21" need heavy cleaning)	7,100	feet	$8.00	per lf					$56,800	$62,480	
	Heavy Cleaning 24"-36" (Added cost, assumed 2% of 24"-36" need heavy cleaning)	1,420	feet	$12.00	per lf					$17,040	$18,744	
	Catch Basin Cleaning (assumed 40% of expected need cleaned)	350	each	$125.00	each					$43,750	$48,125	
	Other Expenses: Travel, Lodging, equipment, copying, etc.									$27,500	–	$341,360
											Total Project	$ 608,260

Client#: 10933 BARTWES

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/07/2014

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

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

PRODUCER	CONTACT NAME:	
IMA, Inc. - NE Kansas Division 51 Corporate Woods 9393 W 110th Street, Suite 600 Overland Park, KS 66210	PHONE (A/C, No, Ext): 913 982-3650	FAX (A/C, No): 9139823495
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bartlett & West, Inc. 1200 SW Executive Dr Topeka, KS 66615-3850	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : RSUI Indemnity Company	22314
	INSURER C : Hartford Casualty Insurance Com	29424
	INSURER D : Lexington Insurance Company	19437
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			37UENQT6554	07/01/2013	07/01/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			37UENQT6555	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			NHA064105	07/01/2013	07/01/2014	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			37WEQT6556	07/01/2013	07/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Architects & Engineers Professional Liab			015449013	07/01/2013	07/01/2014	$3,000,000 Each Claim $3,000,000 Aggregate	

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

City of Joplin is included as Primary, Non-Contributory Additional Insured on the General Liability and Automobile Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. Umbrella is follow form. The policies are endorsed to provide City of Joplin with thirty (30) days prior written notice of any cancellation.

CERTIFICATE HOLDER

City of Joplin
Public Works
602 S Main
Joplin, MO 64801

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TPB

EXHIBIT B

PART II – TERMS AND CONDITIONS

1. Reports and Information. The Engineer, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

2. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

3. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

4. Equal Employment Opportunity. During the performance of this Contract, the Engineer agrees as follows:

   a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

   b. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

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

   d. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

   f. In the event of the Engineer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Engineer may request the United States Government to enter into such litigation to protect the interests of the United States.

5. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

7. Affirmative Action for Handicapped Workers

   a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

   b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

   c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

   d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

8. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

9. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

10. Authorized Employees. Consultant acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

11. Interest of Engineer and Employees. The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

ENGINEER: Bartlett & West, Inc.

By: _____

Printed Name: Robert A. Gilbert

Title: Vice President

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, Public Works Director

Client#: 10933 BARTWES

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/07/2014

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

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

PRODUCER	CONTACT NAME:	
IMA, Inc. - NE Kansas Division 51 Corporate Woods 9393 W 110th Street, Suite 600 Overland Park, KS 66210	PHONE (A/C, No, Ext): 913 982-3650	FAX (A/C, No): 9139823495
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bartlett & West, Inc. 1200 SW Executive Dr Topeka, KS 66615-3850	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : RSUI Indemnity Company	22314
	INSURER C : Hartford Casualty Insurance Com	29424
	INSURER D : Lexington Insurance Company	19437
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			37UENQT6554	07/01/2013	07/01/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			37UENQT6555	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR			NHA064105	07/01/2013	07/01/2014	EACH OCCURRENCE	$5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			37WEQT6556	07/01/2013	07/01/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Architects & Engineers Professional Liab			015449013	07/01/2013	07/01/2014	$3,000,000 Each Claim $3,000,000 Aggregate	

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

City of Joplin is included as Primary, Non-Contributory Additional Insured on the General Liability and Automobile Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. Umbrella is follow form. The policies are endorsed to provide City of Joplin with thirty (30) days prior written notice of any cancellation.

CERTIFICATE HOLDER

City of Joplin
Public Works
602 S Main
Joplin, MO 64801

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TPB

COUNCIL BILL NO. 2014- 128 **ORDINANCE NO.**

AN ORDINANCE approving a agreement for Bartlett & West Inc. not to exceed Six Hundred Eight Thousand Two Hundred Sixty and no/100 Dollars ($608,260.00) for Consultant Services for the Storm Sewer Damage Assessment & Repair & GIS Mapping of the Tornado Zone project and containing an emergency clause.

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

Section 1. Approval of an agreement for Bartlett & West Inc. not to exceed Six Hundred Eight Thousand Two Hundred Sixty and no/100 Dollars ($608,260.00) for Consultant Services for the Storm Sewer Damage Assessment & Repair & GIS Mapping of the Tornado Zone project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

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

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2014 by a _____ vote.

ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 21, 2014

Item: COUNCIL BILL NO. 2014-130
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 130
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 4/3/14
Department Head: Nick Heatherly Date: 4/9/14
Finance Department: Leslie Haase Date: 4-10-14
City Attorney: Brian Head Date: 4/9/14
Interim City Manager: Samuel L. Anselm Date: 4/8/14

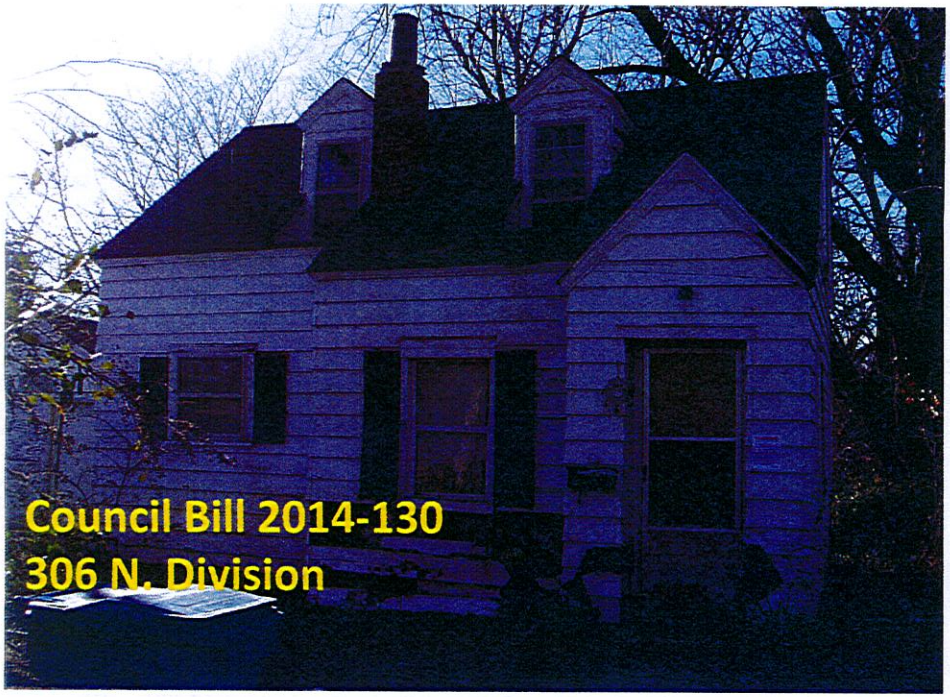
Recommended Action: Approval of Contract with Nelson Demolition & Tree Service to remove the structures and any remaining debris including foundation and footings located at 306 N. Division.

Summary: The above listed address was "tagged" as a dangerous building on December 31, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 28, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on April 2, 2014. At that time bids were received as follows:

Big Johns	$ 3,491.00
Gator Demolition	$ 2,500.00
B & D Yard builders	$ 2,400.00
Nelson Demolition & Tree Service	$ 2,249.00

Staff recommends that the demolition contract be awarded to Nelson Demolition & Tree Service.

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.


Council Bill 2014-130
306 N. Division






TIDY CATS

COUNCIL BILL NO. 2014 – 130 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition & Tree Service for the demolition of the structure(s) and clearing of lot area located at 306 N. Division. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Forty Nine and 00/100 Dollar ($2,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition & Tree Service in the amount of Two Thousand Two Hundred Forty Nine and 00/100 Dollars ($2,249.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 306 N. Division.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 306 N. Division. and legally described as:

ALL OF LOT NUMBERED TWO (2) IN BLOCK THREE (3) IN J.C. COX ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2014, by a _____ vote.

ATTEST: Michael L. Seibert - Mayor

Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Brian W. Head - City Attorney

CLOSING DATE:	2-Apr-2014	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	306 N. Division Ave.

COMPANY	BIDS
Nelson's Tree Service	$2,249.00
BJHE	$3,491.00
B & D Yardbuilders	$2,400.00
Gator	$2,500.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 21, 2014
Council Bill No. 2014-131

Item: Curb Inlet Repair Project 2014

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tabulation
3) Council Bill No. 2014-131

Department Head: Nicholas A. Heatherly Date: 4/15/14
Finance Department: Leslie Haase Date: 4-15-14
City Attorney: Brian Head Date: 4/15/14
Interim City Manager: Samuel L. Anselm Date: 4/15/14

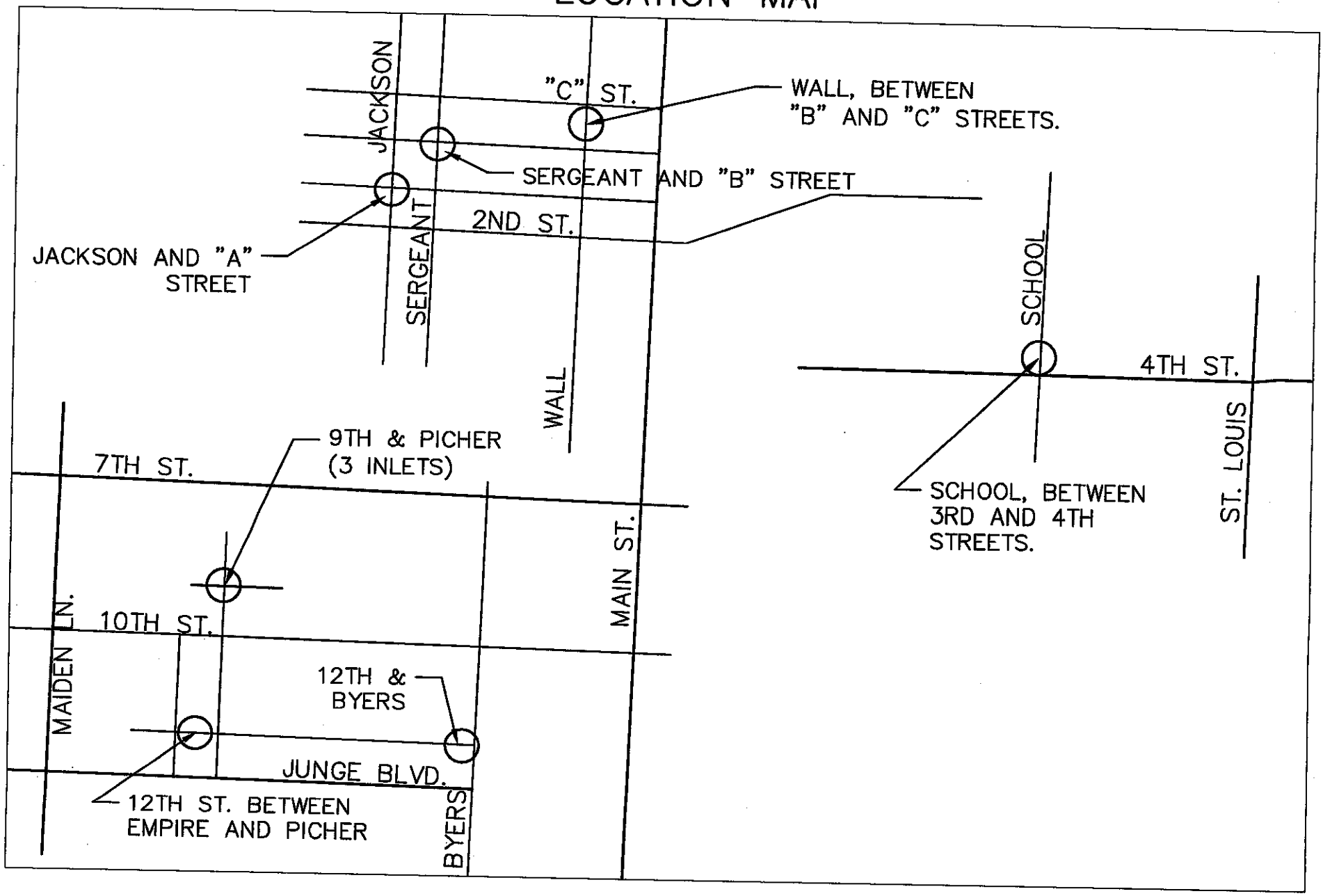
Recommended Action: Approval of a contract with Sprouls Construction Company in the amount of $76,282.50 for the Curb Inlet Repair Project 2014.

Background: In 2011 Voters approved a Sales Tax to fund a 10 year storm water improvement program. One of the projects approved by voters was "catch basin closed system maintenance" which sets aside funds annually for maintaining and repairs to the storm sewer system. The curb inlet repair project 2014 is paid for by those funds. The work consists of installation of 9 replacement curb inlets at various sites around the city. Minor work involves replacing adjacent curb and gutter, portions of sidewalk, where applicable, with seeding and mulching of disturbed areas. .

Discussion: A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Two companies submitted bids (see attached bid tabulation) that were opened on March 31, 2014. Sprouls Construction Company gave the lowest bid of $76,282.50 which was within 10% of the engineers estimate.

Recommendation: It is recommended that the contract with Sprouls Construction Company in the amount of $76,282.50 for the Curb Inlet Repair Project 2014 be approved.

CURB INLET REPLACEMENT PROJECT 2014
LOCATION MAP



BID TABULATION

PROJECT: Curb Inlet Repair Project 2014
DATE OF BID OPENING: March 31, 2014 10:00 a.m.

CONTRACTOR	BID
Sprouls Construction	76,282.50
Snyder Construction	84,160.00

COUNCIL BILL NO. 2014-131 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Sprouls Construction Company for the Curb Inlet Repair Project in the amount of Seventy Six Thousand Two Hundred Eighty Two and 50/100 Dollars ($76,282.50) and authorizing the Public Works Director 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 a revised agreement between the City of Joplin and Sprouls Construction Company, for the Curb Inlet Repair Project in the amount of Seventy Six Thousand Two Hundred Eighty Two and 50/100 Dollars ($76,282.50).

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

_____, 2014, by a _____ vote.

ATTEST:

_____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the said Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-4142 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____
Leslie Haase, Finance Department

NEW BUSINESS