COUNCIL AGENDA

August 18, 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 August 4, 2014 Council Meeting

2. Minutes of the August 11, 2014 Special Council Meeting

3. COUNCIL BILL NO. 2014-020 - AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Lease Agreement with the Joplin Little League North (Landreth Park fields: North Field; North Complex; and the T-Ball Park); authorizing the City of Joplin, Missouri, to enter into a Lease Agreement with the Joplin Little League South (Wildcat Park fields – minor & major), for the lease of the ball fields; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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.

4. COUNCIL BILL NO. 2014-156 - AN ORDINANCE authorizing and directing the City Manager to execute a contact with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and for the payment by the City of Joplin to the Company of annual Facilities Usage (Investment) Charges and other Charges as provided in the contract, a copy of which is attached hereto and made a part hereof.

5. COUNCIL BILL NO. 2014-266 -AN ORDINANCE to Request to Review the Final Plat for CARLISLE ADDITION located at 2301 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

6. COUNCIL BILL NO. 2014-267 - AN ORDINANCE to Request to Review the Final Plat LOGAN'S RUN EAST located at 1411 Logan Drive in the City of Joplin, Jasper County, Missouri.

9. Resolutions

1. RESOLUTION NO. 2014-015 - A RESOLUTION authorizing language changes to the Action Plan and Partial Action Plan for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program – Round 1 and Round 2 with the U.S Department of Housing and Urban Development as required.

2. RESOLUTION NO. 2014-016 - A RESOLUTION authorizing the filing of a Second Amendment to Partial 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.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-021 - AN ORDINANCE approving an Agreement for Construction of Improvements for Joe Becker Stadium and Nearby Areas, by and between the City of Joplin, Missouri, a Municipal corporation, and Charter Sports, LLC, dealing generally with parking improvements around Joe Becker Stadium; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

2. COUNCIL BILL NO. 2014-161 - AN ORDINANCE approving the City of Joplin to enter into an Amended Agreement with Transystems Corporation to provide professional design services for the 20th Street Overpass Project, not to exceed Two Hundred Ninety Nine Thousand Nine Hundred Thirty and 93 /100 Dollars ($299,930.93) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

3. COUNCIL BILL NO. 2014 – 162 - AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1123 Broadway. in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Fifty Seven and 00/100 Dollar ($2,457.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

4. COUNCIL BILL NO. 2014-163 - AN ORDINANCE approving a contract with Polston Construction in the amount of One Million Two Hundred Forty Three Thousand Thirty Six and 18/100 Dollars ($1,243,036.18) for construction of B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

5. COUNCIL BILL NO. 2014-409 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with CarrBaierCrandal Development Group for Project Development Manager Services to advance planning and coordination of the Economic Development Administration funded library complex at 20th & Connecticut, authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City; and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-022 -AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Announcements from the PIO.

2**.** 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 at the end of the session.

Notice posted at 4:30p.m. on this the 14th day of August, 2014. (RSMo 610.020)

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES August 4, 2014

CALL TO ORDER

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

ROLL CALL – All were present

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Dr. Rosenberg

PRESENTATIONS - Motion by Mr. Scearce second by Mr. Woolston to add a Proclamation to the Agenda. Motion carried, 9-0. Mayor Seibert presented a Proclamation to the Joplin Crusaders Semi-Pro Double A National Football Champions. This past weekend they finished their 14-0 season by beating the New Mexico Miners 41-23 in Denver, CO. They are Coached by Mike Sturgis. Offensive Coordinator is Brendan Gubera. Mr. Gubera was quoted, "That's something that no one can take away from us".

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearings Procedures read by City Clerk Barbara Hogelin
Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.
Approach the podium and state your name and address clearly for the record.
Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

ACTION

Mayor Michael Seibert opened the Public Hearing

Godfrey Busick, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2014-263. Motion by Mr. Scearce, Second by Mr. Glaze, to Pass Council Bill No. 2014-263 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-263

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and located at 4206 Swede Lane in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-264

Mayor Michael Seibert opened the Public Hearing

Janet Garvin, 3534 Oak Ridge Drive, appeared on behalf of this request.

No one appeared against this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2014-264. Motion by Mr. Scearce, Second by Mr. Stanley, to Pass Council Bill No. 2014-264 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-264

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-1and including in District R-1-HP property as described below and located at 3534 Oak Ridge Drive in the City of Joplin, Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-265

Mayor Michael Seibert opened the Public Hearing

No one appeared for or against this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2014-265. Motion by Mr. Woolston, Second by Mr. Glaze, to Pass Council Bill No. 2014-265 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-265

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and located at 1411 Logan Drive in the City of Joplin, Jasper County, Missouri.

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

Minutes of the June 16, 2014 Council Meeting

COUNCIL BILL NO. 2014-147 - AN ORDINANCE authorizing the City Council to issue a partial abatement of ad valorem taxes to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7501 E. 26th St. Ordinance No. 2014-100

COUNCIL BILL NO. 2014-613 - AN ORDINANCE approving an Agreement for virtual consolidation of public safety answering points by and between the City of Joplin, Missouri, a Municipal Corporation, and the Jasper County Emergency Services Board; authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Ordinance No. 2014-101

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Stanley introduced Council Bill No. 2014-155. Motion by Mr. Stanley, Second by Mrs. Lewis, to Adopt Council Bill No. 2014-155. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-116

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1001 McKinley. in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Thirty Four and 00/100 Dollar ($1,734.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-157. Motion by Mr. Woolston, Second by Mr. Stanley, to Adopt Council Bill No. 2014-157. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-117

AN ORDINANCE approving an agreement for Allgeier Martin & Associates Inc. for One Million One Hundred Twenty Three Thousand and no/100 Dollars ($1,123,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Tornado Area and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-158. Motion by Mr. Stanley, Second by Mr. Glaze, to Adopt Council Bill No. 2014-158. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-118

AN ORDINANCE approving an agreement for Joplin Joint Engineering Team for One Million One Hundred Eighty Eight Thousand Seven Hundred Fifty and no/100 Dollars ($1,188,750.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-159. Motion by Mr. Glaze, Second by Mr. Woolston, to Adopt Council Bill No. 2014-159. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-119

AN ORDINANCE approving an agreement for Anderson Engineering for Six Hundred Nine Thousand Nine Hundred Seventy One and no/100 Dollars ($609,971.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-160. Motion by Mr. Glaze, Second by Mr. Stanley, to Adopt Council Bill No. 2014-160. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-120

AN ORDINANCE approving an agreement for Jacobs Engineering for Seven Hundred Ninety Eight Thousand Two Hundred Sixty One and no/100 Dollars ($798,261.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water projects in the Tornado Area and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2014-020. Motion by Mr. Scearce, Second by Mrs. Lewis, that Council Bill No. 2014-020 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-020

AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Lease Agreement with the Joplin Little League North (Landreth Park fields: North Field; North Complex; and the T-Ball Park); authorizing the City of Joplin, Missouri, to enter into a Lease Agreement with the Joplin Little League South (Wildcat Park fields – minor & major), for the lease of the ball fields; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Mr. Glaze introduced Council Bill No. 2014-156. Motion by Mr. Glaze, Second by Mr. Stanley, that Council Bill No. 2014-156 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-156

AN ORDINANCE authorizing and directing the City Manager to execute a contact with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and for the payment by the City of Joplin to the Company of annual Facilities Usage (Investment) Charges and other Charges as provided in the contract, a copy of which is attached hereto and made a part hereof.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Case 027-14: 515 & 517 Luke Street – A request for a Site Plan Review for a duplex in a District R-2 PD (Two-Family – Planned Development) zoning district – Mayberry Rentals LLC. Motion by Mr. Woolston, Second by Mr. Scearce, that Case No. 027- 515 and 517 Luck Street be approve. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Set the date for the public hearing on the FY 2014-15 proposed budget for August 25, 2014.

Motion by Mr. Glaze, Second by Mr. Scearce, that the date for the public hearing on the FY 2014-15 proposed budget for August 25, 2014 be approve. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Set the date for the public hearing on the property tax rate for August 25, 2014.

Motion by Mr. Glaze, Second by Mr. Scearce, that the date for the public hearing on the property tax rate for August 25, 2014 be approved. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Appointment and Reappointment to Boards and Commissions. Mr. Scearce nominated John Thomas to the Housing Authority. Mayor asked if Council were all in approval for John Thomas to be appointed to the Housing Authority. Motion by Mr. Woolston, Second by Mrs. Lewis to reappoint Larry Knoblauch to the Policemen's and Firemen's Pension Board. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Announcements from the Public Information Officer:

The Joplin Crusaders shared a picture with the PIO – which will be given to the Mayor for his office. The Joplin Crusaders were recognized earlier with a Proclamation from the City for winning the National Football championship in CO this weekend.

The Police Academy will begin a 4 week Police Academy on August 21, 2014. JPD recently received advanced accreditation for CALEA and continues to work with this nationally recognized organization for their certification training.

City pools – on August 10th city pools will begin opening on weekends only until Labor Day. Cunningham and Schifferdecker. Labor Day will be the last day for the year. Both the Ewert and Cunningham Aquatic Centers will be open through Sunday, August 10. Schifferdecker Aquatic Center's last full week will end on Sunday, August 17.

Schifferdecker Aquatic Center will also be open during the last two weekends in August: August 23 & 24; and Labor Day weekend: August 30th through September 1. Hours for the pools are from 1 p.m. to 6 p.m.

The city of Joplin received a letter from the Mayor of Baxter Springs thanking city workers for their help to their town from the recent tornado. The city of Joplin continues to help Baxter Springs with relief efforts.

Community leaders have developed a general citizens' survey to gauge the public's ideas and opinions about several areas concerning Joplin and the future of our city. The survey can be completed electronically or citizens may complete a hard copy of the survey at the Joplin Public Library. The survey is open to all citizens, regardless of residency.
The survey is a product of a work session held earlier this summer when the governing boards and executive leadership of the City of Joplin, Joplin Schools, Joplin Area Chamber of Commerce and Missouri Southern State University met to begin developing a vision for the future of Joplin. The daylong meeting held much discussion regarding rebuilding, development, ongoing projects, long-range goals and the overall future of Joplin.

Chief Burns stated Tuesday, August 5, beginning at 5:30 pm at Cunningham Park is National Night Out. The citizens Police Academy is critical to JPD. It gives a 'WHY' to JPD. This is why we do National Night Out. We will have a free swim, free food, dunk tank, games, JPD cars for the kids to see. We will be available to answer all the questions anyone will address. We are expecting in upwards of 500 to show up.

Melodee thanked the city for removing a downed tree that had gotten torn up in the wind storm last week during Emancipation Days at Ewert Park.

City Manager introduced Interim Fire Chief Jimmy Ferguson. He replaces Mitch Randles as Interim – has been with the City of Joplin and was well received by the City and peers.

Ryan Stanley read in the news the retirement of Wilma Massey who had been a long time nurse and was recognized.

Ryan Stanley read the citizen newsletter and noted the Voter Registration as a reminder to vote in the election. He said, "The vote is in this newsletter and I don't know if we are going to say anything". "I for one was going to tell everyone".

Mayor Seibert jumped in and said, "Well I was going to have Mr. Heatherly join Lynn at the podium. I want to thank Lynn and Nick for their efforts of keeping the citizens well informed. And Harold McCoy as Chairman of the Citizens Committee, Oh my gosh, that Citizens committee has just done an outstanding job in getting the word out.
And I thank you".

Vote to go into closed session, which shall pertain to the hiring, 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, more specifically for the purpose of evaluating certain Council employees. 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 Mr. Glaze, to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

There being no further business the meeting adjourned at 7:00 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

August 11, 2014

CALL TO ORDER
The Special Meeting for the Joplin City Council was called to order at 5:45 p.m. by Mayor Michael Seibert.

READING OF THE SPECIAL CALL
Notice is hereby given that the City Council of the City of Joplin, Missouri, met in a Special Meeting followed by a work session beginning at 5:45 p.m. on Monday, August 11, 2014 Joplin City Hall, in the 5th Floor Council Chambers, 602 S. Main. The purpose of the Special Meeting was to canvass the results of General Special Election of August 5, 2014.

ROLL CALL: Present: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 9. Absent: 0.

The City Clerk's office has received the official returns of the August 5, 2014 General Special Election as verified by the County Clerk of Jasper and Newton Counties.

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

For the City of Joplin Proposition A

3029-YES 2545-NO

This measure needed a simple majority for passage. Proposition A was approved by majority votes received and on file in the Office of the City Clerk.

For the record, 5722 ballots were cast in this election.

Motion by Mr. Woolston, Second by Mr. Glaze to accept the results of the August 5, 2014 General Election Special Election as read by Assistant City Clerk Barbara Gollhofer. Voting in favor were: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 9. Nays: 0.

ADJOURNMENT
The Special Meeting was adjourned at 5:48 pm.

Respectfully submitted,

Barbara J. Gollhofer

Barbara J. Gollhofer,

Assistant City Clerk

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 4, 2014
ITEM: Council Bill No. 2014-020 approving the Lease Agreements between the City of Joplin and Joplin Little League North and Joplin Little League South.

ORIGINATING DEPARTMENT: LEGAL DEPARTMENT
ATTACHMENTS: Council Bill No. 2014-020; copy of the Lease Agreements.

DEPARTMENT HEAD:	Peter C. Edwards PE	**DATE:** 7/14/14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 7/15/14
PARKS DIRECTOR:	Chris Cotten	**DATE:** 7/14/14
FINANCE DEPARTMENT:	Leslie Haase LH	**DATE:** 7-15-14

INTRODUCTION:

This Council Bill authorizes the City Manager to sign Lease Agreements on behalf of the City with Joplin Little League North and Joplin Little League South.

DISCUSSION:

- The term of the lease shall be for a period of one (1) year at an annual rental of one dollar ($1.00) per year due and payable to the Director of Finance.
- Premises to be used exclusively as a recreation facility for baseball.
- Any improvements to be made with City approval and in accordance with applicable Joplin codes and become the property of the City of Joplin unless otherwise agreed in writing.
- Upon surrender property is to be left in such condition as required by the City for future proposed usage.
- The leases shall automatically be renewed in successive terms of one (1) year for the same terms, covenants and conditions as specified.
- The City may terminate the lease for any breach of the agreement, or at any time without cause by giving sixty (60) days' written notice.

- Joplin Little League North and Joplin Little League North shall provide Liability insurance during the term of agreement for One Million Dollars ($1,000,000.00).

- Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable laws, codes, and regulations.

- Tenants are responsible for proper maintenance and repair of any damage.

- Tenants will not discriminate against any person due to age, sex handicap, creed, nationality concerning the use of the property.

- Agreement shall not be assignable without written consent of the City.

- City may terminate the agreement for any breach of the agreement by the tenants.

- Agreement may only be modified by written agreement signed by both parties to the agreement.

- Tenants shall have exclusive rights to the playing fields based on a schedule given to the city by April 1 of each year and the exclusive rights to all concession revenue during any use.

- All provisions shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

PCE:ab
attachments

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City" and Joplin Little League North, hereinafter referred to as "Lessee".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the City hereby lets and leases to the Lessee and the Lessee hereby leases from the City, that certain tract of land and improvements located thereon, described as follows:

LANDRETH PARK FIELDS INCLUDING: LITTLE LEAGUE NORTH FIELD; LITTLE LEAGUE NORTH COMPLEX, AND LITTLE LEAGUE T-BALL PARK,

including concession areas if any, parking lots, the immediate surrounding grounds.

To have and to hold said premises, however, for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term. The term of this Lease shall be for a period of one (1) year from the date hereof at an annual rental of One Dollar ($1.00) per year due and payable the date hereof to the Director of Finance of the City of Joplin.

2. Use of Premises. The premises shall be used exclusively as a recreational facility for baseball. Play shall not extend beyond 11:00 p.m., and all field lights shall be turned off no later than 11:15 p.m.

3. Improvements. Any improvements made by Lessee shall be done in a good and workmanlike manner and shall present a neat, orderly, clean and decent appearance to the satisfaction of the City based upon written plans, approval first being obtained from the Director of Parks and Recreation. Lessee shall obtain all required building permits and perform all such work in accordance with all applicable Joplin Codes to the extent required by law, and such improvements shall be made in accordance with applicable provisions of the Americans With Disabilities Act (ADA). Upon

termination of the Lease, all such improvements shall remain and become the property of the City of Joplin, unless it is otherwise agreed upon in writing.

4. Condition of Premises Upon Surrender. Following the initial and renewal terms of this Lease, if exercised, the Lessee shall be obligated to relinquish the property in as good as condition as when taken, usual wear and tear excepted, or, at the option of the City, leaving the property in such condition as is required by the City for its then proposed use. All personal property shall remain the property of the Lessee or its donee or designee or their assigns. Any such personal property removed shall in no way damage the premises.

5. Extended Terms. This Lease shall automatically be renewed for successive one (1) year terms upon the same terms, covenants, and conditions as herein specified. These renewals are subject to the termination provisions provided in paragraph 11.

6. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees and invitees, and naming the City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming the City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The Lessee agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising out of the construction or remodeling as described herein, or to arise out of the use of said leased premises during the term of this Agreement or any extension thereof, both as to claims arising from injuries suffered by virtue of the condition which the premises may have been maintained, or by virtue of injuries sustained by anyone while the premises are in use by Lessee.

7. Licenses, Permits. The Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable Federal, State and Municipal laws, codes and regulations in connection with the use of the property. Lessee shall promptly pay all utilities and other charges upon the demised premises.

8. Condition of Premises. During the term of this Agreement, and any extension or renewal thereof, the City of Joplin shall inspect said premises annually and provide the Lessee with a list of repairs necessary for the proper maintenance of the facility. The Lessee shall keep the property in a clean and mowed condition and repair any damage to the property during the season and off-season, and keep the property free from nuisance or hazard of any kind and properly secure said property when not in use.

9. Covenant of Non-Discrimination. The Lessee shall not discriminate against any person due to age, sex, handicap, creed, nationality, or other disability concerning the utilization of the property.

10. Assignment. This Agreement shall not be assignable by the Lessee without the express written consent of the City being first obtained.

11. Termination. The City reserves the right to terminate this Agreement for any breach by Lessee of this Agreement. In the event that City feels a breach of this Agreement has occurred, City shall provide written notice which specifies the breach and the corrective action required to correct such breach. If breach is not corrected within thirty (30) days of said notice, the Lease shall be terminated and City shall take possession of the premises immediately. All permanent structures, fences, stands or other facilities or equipment placed upon the premises by the Lessee shall remain the property of the City. Any damage to existing equipment, stands, fences or other fixtures to the premises by the Lessee, or its agents, employees and invitees, shall be restored to their former condition except as otherwise provided by written agreement between Lessee and the City of Joplin. The City may terminate this Lease Agreement at any time by giving sixty (60) days written notice to Lessee.

12. Nature of Relationship. The Lessee shall perform as an independent contractor and shall not hold itself out to third parties as an agent of the City. The Lessee shall not be considered an agent of the City nor shall any of the employees, agents, officers or members or other personnel of the Lessee be considered sub-agents of the City.

13. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

14. Exclusive Rights. Lessee has exclusive rights to the playing fields, subject to the limitations in paragraph 15. Lessee has exclusive rights to the concession revenue during its use.

15. Special Conditions. Lessee must submit a list of dates for use of the property to the Director of Parks and Recreation by April 1st of each year. The Director of Parks and Recreation shall have the right during the off-season (August 1 – February 28), with a seventy-two (72) hour notice previous to the event to reserve the facility or any part thereof for baseball or other similar purposes. The Director of Parks and Recreation shall have the right during the regular season (March 1 – July 31), with fifteen (15) days notice prior to the event to reserve the facility or any part thereof for baseball or other similar purposes. Such uses during the regular season shall be limited to any day not previously reserved by Lessee pursuant to the April 1 list herein above described. If any damage occurs to fields or facilities during a City event, the City shall repair and restore fields and facilities as near as reasonably possible to its pre-event condition. The Lessor shall remove or cause to be removed any and all trash generated by such a City event; shall reimburse Lessee for any costs for utilities used during the event; and shall cause to be repaired any facility or improvement misused (beyond normal wear and tear) during a City event.

16. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument, the day and year first above written.

CITY OF JOPLIN, a
Municipal Corporation,

By: _____
Samuel L. Anselm,
Interim City Manager

"City"

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN LITTLE
LEAGUE NORTH

By: _____
Mike McCann,
President

"Lessee"

ATTEST:

_____

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City" and Joplin Little League South, hereinafter referred to as "Lessee".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the City hereby lets and leases to the Lessee and the Lessee hereby leases from the City, that certain tract of land and improvements located thereon, described as follows:

THE MINOR LEAGUE AND MAJOR LEAGUE FIELDS AT WILDCAT PARK,

including parking lots and immediate surrounding grounds.

To have and to hold said premises, however, for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term. The term of this Lease shall be for a period of one (1) year from the date hereof at an annual rental of One Dollar ($1.00) per year due and payable the date hereof to the Director of Finance of the City of Joplin.

2. Use of Premises. The premises shall be used exclusively as a recreational facility for baseball. Play shall not extend beyond 11:00 p.m., and all field lights shall be turned off no later than 11:15 p.m.

3. Improvements. Any improvements made by Lessee shall be done in a good and workmanlike manner and shall present a neat, orderly, clean and decent appearance to the satisfaction of the City based upon written plans, approval first being obtained from the Director of Parks and Recreation. Lessee shall obtain all required building permits and perform all such work in accordance with all applicable Joplin Codes to the extent required by law, and such improvements shall be made in accordance with applicable provisions of the Americans With Disabilities Act (ADA). Upon termination of the Lease, all such improvements shall remain and become the property of the City of Joplin, unless it is otherwise agreed upon in writing.

4. Condition of Premises Upon Surrender. Following the initial and renewal terms of this Lease, if exercised, the Lessee shall be obligated to relinquish the property in as good as condition as when taken, usual wear and tear excepted, or, at the option of the City, leaving the property in such condition as is required by the City for its then proposed use. All personal property shall remain the property of the Lessee or its donee or designee or their assigns. Any such personal property removed shall in no way damage the premises.

5. Extended Terms. This Lease shall automatically be renewed for successive one (1) year terms upon the same terms, covenants, and conditions as herein specified. These renewals are subject to the termination provisions provided in Paragraph 11.

6. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees and invitees, and naming the City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming the City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The Lessee agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising out of the construction or remodeling as described herein, or to arise out of the use of said leased premises during the term of this Agreement or any extension thereof, both as to claims arising from injuries suffered by virtue of the condition which the premises may have been maintained, or by virtue of injuries sustained by anyone while the premises are in use by Lessee.

7. Licenses, Permits. The Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable Federal, State and Municipal laws, codes and regulations in connection with the use of the property. Lessee shall promptly pay all utilities and other charges upon the demised premises.

8. Condition of Premises. During the term of this Agreement, and any extension or renewal thereof, the City of Joplin shall inspect said premises annually and provide the Lessee with a list of repairs necessary for the proper maintenance of the facility. The Lessee shall keep the property in a clean and mowed condition and repair any damage to the property during the season and off-season, and keep the property free from nuisance or hazard of any kind and properly secure said property when not in use.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument, the day and year first above written.

CITY OF JOPLIN, a
Municipal Corporation,

By: _____
Samuel L. Anselm,
Interim City Manager

"City"

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN LITTLE
LEAGUE SOUTH

By: _____
Jason Smith
President

"Lessee"

ATTEST:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-156
Originating Department: PUBLIC WORKS ADMINISTRATION

Attachments: 1) Copy of Agreement
2) Council Bill No. 2014-156

Department Head: Nicholas A. Heatherly Date: 7/23/14
Finance Department: Leslie Haase Date: 7/23/14
Interim City Attorney: Peter C. Edwards Date: 7/23/14
Interim City Manager: Samuel L. Anselm Date: 7/23/14

Recommended Action: Approval of Municipal Electric Service Agreement between the City of Joplin and Empire District Electric Company for electric service.

Summary: This Council Bill approves a municipal electric service agreement between the City of Joplin and the Empire District Electric Company for the City's purchase of electric service, including service to City-ordered street lights.

The agreement adopted by this Council Bill represents the latest in a series of agreements between the City and Empire District Electric Company and is very similar to previous agreements. It compensates Empire for capital costs of investment in the City street lights of approximately $3,429,429.33, capitalized at a rate of 9%, which equates to an annual charge of approximately $308,648.64.

The agreement also provides that the City will purchase its electricity from Empire based upon Empire's rates as approved by the Missouri Public Service Commission.

The term of the contract is for five (5) years and contains a non-appropriation clause; however, either Empire or the City can move to renegotiate the contract if the state passes an electric de-regulation statute which either party feels impacts the consideration or services contained therein. The contract also provides that the City may impose a tax or fee for Empire's use of the City's right-of-way for facilities other than its electric plant, should the City pass such an ordinance in the future.

This agreement contains the same rate and charges as the previous agreement; the only additional charges would be for any new installations approved by the Council.

Staff recommends this Council Bill be passed on First Reading.

MUNICIPAL ELECTRIC SERVICE AGREEMENT

CITY OF JOPLIN, MISSOURI

THIS AGREEMENT, Made and entered into this _____ day of _____, 2014, by and between the CITY OF JOPLIN, a Constitutional Charter City of Jasper County, Missouri (hereinafter sometimes referred to as CITY), and THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation duly organized under the laws of the State of Kansas and licensed to and transacting business in the State of Missouri (hereinafter sometimes referred to as COMPANY), for providing electric service and equipment to light the CITY'S streets, alleys and public ways and electric service for light and power for the CITY'S parks, other properties and public places owned by CITY, for a term of five (5) years beginning the _____ day _____, 2014.

For and in consideration of the mutual covenants and agreements, and the respective obligations and duties of the parties as hereinafter provided, it is agreed:

ARTICLE 1: The COMPANY shall furnish, and the CITY shall take and pay for monthly, the street lighting service described in SPL Street Lighting Data Sheet designated Exhibit A, attached hereto and made a part hereof, and for any and all additional street lighting service requested in writing by the CITY and subsequently agreed upon and installed under the terms of this contract, or any amendment hereto, according to the rates and conditions set out in the Municipal Street Lighting Service Schedule, hereinafter referred to as Schedule SPL, attached hereto and made a part hereof, and all applicable rates, rules and regulations of the COMPANY filed with and approved by the Public Service Commission of Missouri as now or hereafter promulgated.

ARTICLE 2: That the COMPANY, upon the request of the CITY in writing, shall install additional street lighting facilities and shall render electric service thereto according to the rates and conditions set out in Schedule SPL.

ARTICLE 3: That the investment in the street lighting facilities described in Exhibit B, attached hereto and made a part hereof, is the sum of **Three Million Four Hundred Twenty-Nine Thousand Four Hundred Twenty-Nine and 33/100 Dollars ($3,429,429.33), and that the total annual Facilities Usage (Investment) Charge described in Exhibit B and further defined in Schedule SPL is Three Hundred Eight Thousand Six Hundred Forty Eight and 64/100 Dollars ($308,648.64),** per year. Such annual Facilities Usage (Investment) Charge shall be due and payable as specified in Schedule SPL so long as the street lighting facilities referred to in this Article 3 and its references shall be utilized by said CITY. Said annual Facilities Usage (Investment) Charge shall be paid by CITY to the COMPANY in addition to all other charges referred to in Articles 1, 2, 4, and 5 hereof.

ARTICLE 4: The COMPANY shall change the location of or remove any street lamp in use upon the written request of the CITY, provided the CITY shall pay the COMPANY the actual cost thereof as determined by the records of the COMPANY.

ARTICLE 5: The COMPANY shall furnish, and the CITY shall take and pay for monthly, all electric service for municipal use, as may be required from time to time by the CITY in its parks, buildings, properties and public places, according to all applicable rates, rules and regulations of the COMPANY filed with the Public Service Commission of Missouri as now or hereafter promulgated.

ARTICLE 6:

A. The rates to be charged by the COMPANY and the terms of this Agreement shall be subject to the jurisdiction of the Public Service Commission of Missouri.

B. The CITY shall utilize the COMPANY'S service for its entire requirements for electric service and the parties acknowledge that this Agreement sets forth the terms upon which the COMPANY continues to serve the CITY, which service had its inception in an original franchise granted to the COMPANY'S predecessors and assigned to it.

C. The CITY shall not impose any license/occupation taxes or fees upon the COMPANY or its employees (other than the license fee imposed upon the COMPANY by Article III of Chapter 30, of the Joplin City Code or any amendments thereof) for the establishment, operation and maintenance of the COMPANY'S electric plant facilities and activities within the CITY, provided, however, that the foregoing shall not apply to the CITY'S right to collect motor vehicle license fees or any ad valorem tax of the COMPANY'S real estate or personal property, or any tax or fee imposed by the CITY, upon the COMPANY, for use of the CITY'S rights-of-way related to facilities used by the COMPANY for purposes other than electric plant.

ARTICLE 7: CITY shall take such steps as are required by law to fulfill its obligations under this Agreement.

ARTICLE 8: That COMPANY shall not be required to do anything under this Agreement which is contrary to the rates, rules and regulations of COMPANY filed with the Public Service Commission of Missouri as now or hereafter promulgated.

ARTICLE 9: The COMPANY shall protect the CITY and save it harmless from any and all loss, damage, or expense to persons or property which is caused by the negligence of the COMPANY in its use or maintenance of any and all equipment owned by it, and used to supply service under this contract.

The CITY shall protect the COMPANY and save it harmless from any and all loss, damage or expense to persons or property, which may arise due to the use or maintenance of any street lighting equipment owned by the CITY, unless such loss, damage or expense be the result of the COMPANY'S negligence.

ARTICLE 10: The COMPANY shall exercise reasonable care in maintaining the facilities to be maintained by it and in rendering the service to be rendered by it in the performance of this contract, so that the said service and said facilities may be furnished and maintained in a satisfactory manner.

ARTICLE 11: The term of this contract shall be for five (5) years, provided, however, that in the event the effective date of any electric deregulation statute commences within the term of this contract, the effected portions of the contract will be subject to renegotiation upon written request of either party. In the event those effected portions cannot be renegotiated, either party may terminate the entire contract upon ninety (90) days written notice prior to each annual anniversary of the contract.

ARTICLE 12: This contract supersedes all prior representations or agreements, either verbal or written, concerning matters herein contained, and shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto. This contract shall not be amended other than by written agreement executed by authorized personnel of both parties.

ARTICLE 13: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of the Empire District Electric Company and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to Empire.

ARTICLE 14: The City Manager of CITY was authorized and directed by the provisions of **Ordinance No. _____**, passed by the City Council of Joplin on the _____ day of _____, 2014, and effective on the _____ day of _____, 2014, to execute a contract with the COMPANY for the purchase of electric energy for use by the CITY for a period of five (5) years, and this contract has been negotiated and is being executed by the City Manager under and pursuant to the authority set out in said ordinance, and the same is executed by the proper officer of the COMPANY with the seal of the COMPANY affixed and attested by its Secretary. Upon execution, one executed copy hereof shall be delivered to the Clerk, placed and kept in the records of the CITY, and the other executed copy shall be delivered to an official of the COMPANY.

Approved as to form:

_____
City Attorney

By _____
City Manager
CITY OF JOPLIN, MISSOURI

ATTEST:

_____
City Clerk

By _____
Vice President
THE EMPIRE DISTRICT ELECTRIC COMPANY

ATTEST:

_____
Secretary

MUNICIPAL ELECTRIC SERVICE AGREEMENT - MESA AGREEMENT 2014

April 2009 - December 2013

EXHIBIT 'A'

Street Light Accounts

Two separate accounts for Joplin Street Lighting

1) Transportation - Street Lights and/or Equipment Updated or Removed

2) Public Safety - New/Additional Street Lights Installed

Joplin Street Lights	2009 MESA	Transportation Acct	Public Safety	Total Lights Billed	City Owned Lights
	Apr-09	Dec-13			Mar-14
Incandescent Lights	8	8		8	7
7,000 Lumen MV* 175W	1419	548		548	23
11,000 Lumen MV 250W	602	372	1	373	
20,000 Lumen MV 400W	195	87		87	
53,000 Lumen MV 1,000W	17	0		0	
6,000 Lumen HPS* 70W	352	1		1	
16,000 Lumen HPS 150W	633	1767	1507	3274	
27,500 Lumen HPS 250W	289	479	207	686	36
50,000 Lumen HPS 400W	78	64	1	65	
12,000 Lumen MH* 175W	118	103	7	110	113
20,500 Lumen MH 250W	331	270	97	367	203
36,000 Lumen MH 400W	32	32	1	33	10
Total Apr 2009	**4074**				
CURRENT TOTAL		**3731**	**1821**	**5552**	**392**

City Owned Street Lights are Calculated in Total Lights Billed

EDE Investment - Joplin Street Lights

Total Apr 2009	$1,394,403			
Total Dec 2013		$1,945,799	$1,483,631	**$3,429,429**

ESTIMATED ANNUAL CHARGES FOR CITY

Annual Excess Facility Charge

(.09% of Investment)

Apr 2009	$125,496			
Dec 2013		$175,122	$133,527	**$308,649**

Annual Estimated kWh Charge

Apr 2009	$317,000			
Dec 2013		$432,000	$204,000	**$636,000**

ESTIMATED ANNUAL - kWh & FACILITY USAGE

Estd Annual Apr 2009	$442,496			
Estd Annual for Transportation Acct		**$607,122**		
Estd Annual for Public Safety Acct			**$337,527**	
ESTD ANNUAL - BOTH ACCTS				**$944,649**

*MV - Mercury Vapor

*HPS - High Pressure Sodium

*MH - Metal Halide

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 17th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 1

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE
SCHEDULE SPL

AVAILABILITY:

This schedule is available to municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions of the Company's standard Municipal Electric Service Agreement, having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:

Incandescent Lamp Sizes (No New Installation Allowed)	Annual Charge Per Lamp	Annual kWh	Watts
4,000 lumen	$ 65.55	1,088	
Mercury-Vapor Lamp Sizes:			
7,000 lumen	89.02	784	175
11,000 lumen	106.85	1,186	250
20,000 lumen	152.97	1,868	400
53,000 lumen	258.08	4,475	1000
High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):			
6,000 lumen	83.42	374	70
16,000 lumen	104.43	694	150
27,500 lumen	135.91	1,271	250
50,000 lumen	193.68	1,880	400
130,000 lumen	312.56	4,313	1000
Metal Halide Lamp Sizes:			
12,000 lumen	130.55	696	175
20,500 lumen	159.99	1,020	250
36,000 lumen	214.03	1,620	400
110,000 lumen	472.96	4,056	1000

The monthly charge per lamp, is 1/12th of the annual charge.

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:

The monthly energy for each type and size of lamp is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	12 month total
Usage Factor	.103	.089	.087	.075	.070	.064	.067	.073	.079	.091	.098	.104	1.00

DATE OF ISSUE February 28, 2013 DATE EFFECTIVE April 1, 2013

ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 7th Revised Sheet No. 1a

Canceling P.S.C. Mo. No. 5 Sec. 3 6th Revised Sheet No. 1a

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE
SCHEDULE SPL

MUNICIPALITY OWNERSHIP:

If the Municipality owns the Street Lighting System, the Company will furnish electric energy, will inspect street lights, replace broken lamps or glassware, specialty or decorative glass excluded, and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, cable overhead conductors or fixtures other than glassware shall be paid for by the Municipality.

COMPANY OWNERSHIP - FACILITIES USAGE CHARGE:

When, by agreement with the Municipality, the Company shall install, own, operate and maintain street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned street lighting systems served under this schedule, a separate agreement shall be executed by and between the Municipality and the Company setting forth the investment in such street lighting facilities and a Facilities Usage Charge in the amount of .75% per month of such investment. The Facilities Usage Charge shall be payable by the Municipality to the Company in the manner prescribed in the aforementioned separate agreement and in addition to the Annual Street Lighting Charge as set forth herein.

MINIMUM:

The total annual net amount of the Annual Street Lighting Charge, plus the Facilities Usage Charge, shall not be less than an amount equal to twelve times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

PAYMENT:

All bills shall be rendered monthly and shall be payable on or before the 25th day of each month succeeding the month during which service was rendered.

CONDITIONS OF SERVICE:

1. All lamps shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
2. The character of street lighting circuit (series or multiple) shall be determined by the Company.
3. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

JOPLIN CITY OWNED STREET LIGHTS - as of March 2014

LOCATION	ORNAMENTAL LIGHTS	OWNERSHIP	4,000 INC	7,000L MV 175w	27,500L HPS 250W	12,000L MH 175W	20,500L MH 250W	36,000L MH 400W	TOTAL LIGHTS
17th & Range Line	Range Line to Wal-Mart	City Owns ALL past pedestal						10	10
Arbor Hills		*		8		22			30
Callaway Ridge	Outside of entrance gate	*				1			1
Cattails Subdivision		*				6			6
Connecticut	Between Campbell Pkway & Murphy Blvd	City Owns ALL past pedestal					20		20
Deer Run		*		2		1			3
Geneva	Public Roadway off Kohl's Shopping Plaza	City Owns ALL past pedestal					12		12
Highland Subdivision	S Range Line - W on Wildwood to W end	*		7		5			12
Jacquard Place	INCANDESCENT	City Owns All - Including Riser on Pole	7			1			8
Joplin Square	34th to 36th Alabama & Mississippi	*				6			6
Junge Blvd	Byers to Porter (Ornamentals From Main)	City Owns ALL past pedestal					48		48
Northridge Estates	Entrance ONLY	City Owns All - Including Riser on Pole				8			8
Oak Pointe Subdivision		*				28			28
St John's Blvd	At Temporary Hospital	City Owns ALL past pedestal					16		16
Sunset Ridge Dr	Total includes 2 New Lights just being installed	*				13			13
Tall Grass Estates	1-at Entrance; 1 at Amber & Plum Thicket	*				3			3
Westberry Farms		*		3		6			9
Woodland Hills 1	Oakmont & Belmont	*		3		2			5
Woodland Hills II	Johnson Dr, Colorado Dr, Etc	*				11			11
Main St - 1st to 3rd	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					22		22
Main St - 3rd to 4th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					11		11
Main St - 4th to 7th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					35		35
Main St - 7th to 8th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					10		10
West 5th St	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					7		7
West 6th St	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					7		7
Joplin Ave - 4th to 8th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					13		13
City Parking Lot A	500 Blk (W side Main St behind businesses)	City Owns/Maintains (Only kWh Chg)			8				8
City Parking Lot B	7th & Virginia (behind Pearl Bro)	City Owns/Maintains (Only kWh Chg)			8				8
City Parking Lot D - East	3rd & Penn	City Owns/Maintains (Only kWh Chg)			6				6
City Parking Lot D - West	Lot E of Red Onion	City Owns/Maintains (Only kWh Chg)			6				6
City Parking Lot E	Behind City Hall	City Owns/Maintains (Only kWh Chg)			8				8
City Parking Lot N Pinnacle Bank	Black ornamental Lights- Streetscape Project	City Owns/Maintains ALL					2		2
TOTAL			7	23	36	113	203	10	392

*City Owns Concrete Base, Pole, Fixture - EDE Owns Underground Facility

Six (6) lights on parking lot W of Old City Hall paid for by Commerce Bank & Messenger Towers

Lights in City Parks and 16 Lights on Memorial Hall Parking Lot are Owned & Maintained by EDE

MUNICIPAL ELECTRIC SERVICE AGREEMENT

Street Lighting Investments and Facilities Usage Charges for the

City of Joplin, Missouri

EXHIBIT 'B'

Installations and Removals	Empire Completed	EDE Investment
Main and adjacent streets	Aug-54	$118,250.00
North Main Street	Sep-55	$11,750.00
South Main Street	Aug-57	$25,758.38
West 7th Street	Oct-60	$34,000.00
Range Line - 4th to 2nd	Feb-64	$39,596.00
Gateway Drive Whiteway	Jun-64	$6,500.00
Major intersections	Jun-64	$6,900.00
Major intersections	Feb-65	$9,120.00
Underpass - 6th & Virginia	Apr-66	$1,596.00
N. Main at Zora & Murphy Blvd.	Jul-66	$3,795.00
Schifferdecker Park	May-67	$1,054.00
20th & Range Line	May-67	$2,389.00
Range Line & Zora	May-68	$1,017.00
Murphy Boulevard	Jul-68	$15,684.13
3110 East 7th Street	Aug-69	$515.00
Memorial High School area	Feb-71	$18,473.33
Davis Boulevard	Jul-70	$2,228.70
15th Street	May-70	$1,275.00
Urban Renewal Park	Sep-70	$9,240.00
Joplin Airport Parking Lot	May-71	$13,764.00
Parkwood High School area	Oct-71	$6,642.00
East 32nd Street ($5,204.31-$3,280.65 cr)	Aug-71	$1,923.66
Behind City Market and City Health	Mar-71	$295.50
26th & Wall	Aug-71	$109.00
Residential and Miscellaneous	1971	$10,121.84
Entrance road to Joplin Airport	Jan-72	$13,923.00
600 West Parking Lot	Jul-72	$3,292.00
*Mercury Vapor conversion (all of city)	1972	$79,589.00
Residential and Miscellaneous	1972	$14,756.42
MSSC entrances on Duquesne Road	Jan-73	$616.36
Pennsylvania viaduct conversion	Jan-73	$4,717.00
Range Line - 4th to Newman Road	Jan-73	$25,888.00
City Employees East Parking Lot	Apr-73	$842.28
Turkey Creek Disposal Plant	Oct-73	$857.00
Main Street - 4th to 8th MV removal	1973	-$14,680.00
Supply/Controls (City-Owned) lucalox system	Jul-73	$463.00
Residential and Miscellaneous	1973	$4,503.05
Macy's Parking Lot	Jan-74	$3,921.00
26th & Wall/26th & Joplin ($1,786-$109)	Jan-74	$1,677.00
Ewert Park Parking Lot	Jul-74	$450.00
Residential and Miscellaneous	1974	$10,288.95
4th Street from Turk to Range Line	Jan-75	$1,159.90
20th & Indiana	Jan-75	$486.46
17th & Maiden Ln at St. Louis-Frisco RR	Jan-75	$708.07
32nd & Schifferdecker	Jan-75	$131.00
7th & Schifferdecker	Jan-75	$302.33
Newman & Duquesne Road intersection	Jan-75	$6,762.00
7th Street at West Main alley-removal	Mar-75	-$131.00
Newman Rd-Range Ln to Duquesne Road	Nov-75	$48,779.00
32nd Street near Freeman Hospital	Jul-75	$360.00

MUNICIPAL ELECTRIC SERVICE AGREEMENT

Street Lighting Investments and Facilities Usage Charges for the

City of Joplin, Missouri

EXHIBIT 'B'

	Empire Completed	EDE Investment

MSSC Stadium Parking Lot entrance	Oct-75	$419.00	
Residential and Miscellaneous	1975	$17,340.54	
Remove lights in front of Memorial Hall	Dec-76	-$367.00	
Macy's Pking Lot-remove (City retained 1)	Aug-76	-$3,761.00	
Residential and Miscellaneous	1976	$5,103.15	
Memorial Hall Parking Lot	Dec-77	$10,150.00	
Residential and Miscellaneous	1977	$7,702.89	
32nd St near Freeman Hospital – removal	Aug-78	-$360.00	
8th between Main & Joplin – removal	Aug-78	-$116.67	
Residential and Miscellaneous	1978	$2,733.17	
Residential and Miscellaneous	1979	$7,756.84	
Residential and Miscellaneous	1980	$7,255.39	
Residential and Miscellaneous	1981	$27,853.87	
Residential and Miscellaneous	1982	$4,929.55	
Broadway Viaduct, Zora, Range Ln-remove	Oct-83	-$565.11	
Residential and Miscellaneous	1983	$9,159.29	
Residential and Miscellaneous	Jan-84	$3,397.11	
Residential and Miscellaneous	Jul-84	$8,205.90	
Residential and Miscellaneous	1985	$56,256.06	
Residential and Miscellaneous	1986	$6,969.29	
Sunnyvale Corporation	Jan-87	$31,931.94	
Residential and Miscellaneous	1987	$4,624.81	
Midway Consolidation	May-88	$7,775.83	
Residential to date in 1988	Nov-88	$21,670.93	
Residential and Miscellaneous	1989	$15,312.43	
Residential and Miscellaneous	1990	$29,616.96	
7th St. from Ozark to Highview	Apr-91	$4,031.25	
7th St. E. of Kentucky	Jul-91	$510.02	
7th St. & Range Line	Sep-91	$1,687.55	
Residential & Miscellaneous	1991	$17,598.51	
Residential & Miscellaneous	1992	$44,658.89	
Residential to date in 1993	1993	$16,960.05	
EDE Investment Total 1954 - 1993		**$918,100.80**	$918,100.80
Enterprise Ave.	1994	$1,638.56	
32nd & Stephens Blvd.	1994	$341.04	
Residential & Miscellaneous	1994	$24,370.43	
Deer Run Subdivision (City-Owned)	1995	$6,027.79	
Westberry Farms (City-owned)	1995	$1,885.80	
Residential & Miscellaneous	1995	$46,555.70	
Highland Subdivision (City-Owned)	1996	$967.00	
Residential & Miscellaneous	1996	$22,341.44	
Residential & Miscellaneous	1997	$55,392.10	
Cattails Subdivision (City-Owned)	1998	$438.89	
Residential & Miscellaneous (Includes to 9-1998)	9/1998	$13,380.00	
EDE Investment Total 1993 - 1998		**$173,338.75**	
ACCUMULATIVE CONTRACT TOTAL 1954 - 1998			**$1,091,439.55**
Residential & Miscellaneous	Oct-98	$12,135.09	
34th & Alabama S. to 36th St. (City-Owned)	1999	$2,177.77	
Residential & Miscellaneous	1999	$12,942.19	
Arbor Hills Phase II (City-Owned)	2000	$17,098.44	

MUNICIPAL ELECTRIC SERVICE AGREEMENT

Street Lighting Investments and Facilities Usage Charges for the

City of Joplin, Missouri

EXHIBIT 'B'

	Empire Completed	**EDE Investment**
E 44th &Johnson, Johnson & Annie Rdg(City-Owned	2000	$3,471.55
Residential & Miscellaneous	2000	$18,683.16
Cattails Subdivision (City-Owned)	2001	$3,252.55
Residential & Miscellaneous	2001	$27,445.29
Residential & Miscellaneous	2002	$159,518.22
Oaklawn Dr. & Belmont Dr. (City-Owned)	2003	$65.00

SW Crn E 35th & Mississippi (City-Owned)	2003	$93.33	
Residential & Miscellaneous	2003	$10,030.49	
EDE Investment Total 1998 - 2003		**$266,913.08**	
ACCUMULATIVE CONTRACT TOTAL 1954 - 2003			**$1,358,352.63**
Arbor Rd. Notting Hill Dr. (City-Owned)	2004	$275.00	
Residential & Miscellaneous	2004	$11,487.29	
Residential & Miscellaneous	2005	$1,603.38	
Residential & Miscellaneous	2006	$784.16	
Residential & Miscellaneous	7-Feb-07	-$535.53	
Residential & Miscellaneous	2007	$23,504.60	
Main St 1st - 4th MV Removal	Mar-08	-$11,664.09	
Residential & Miscellaneous	2008	$10,595.18	
EDE Investment Total 2003 - 2008		**$36,049.99**	
ACCUMULATIVE CONTRACT TOTAL 1954 - 2008			**$1,394,402.62**
Residential & Miscellaneous	2009	$371,280.10	
Residential & Miscellaneous	2010	$822,062.35	
Residential & Miscellaneous	2011	$264,846.54	
Residential & Miscellaneous	2012	$360,389.89	
Residential & Miscellaneous	2013	$216,447.83	
EDE Investment 2009 - 2013		**$2,035,026.71**	
ACCUMULATIVE CONTRACT TOTAL 2009 - 2013			**$3,429,429.33**

ANNUAL FACILITY USAGE CHARGE TO CITY		
.09% of Accumulative Contract Total		
Accumulative Contract Total to 2013	**$3,429,429.33**	
Annual Facilities Usage Charge	X .09%	
CURRENT ANNUAL FACILITY USAGE CHARGE	**$308,648.64**	

FACILITY USAGE CHARGE - Facility Usage Charge is accumulative and the cost will Increase or Decrease each time additional street lights are installed, upgraded, or removed.

KWH Charge per Street Light - The Facility Usage Charge does NOT include the monthly kWh usage for each street light.

Notes:

(1) July 2011 - Nov 2012 Empire District CREDITED the City Of Joplin over $58k for Street Lights destroyed in tornado.

(2) Empire District has invested over $1M replacing approximately 500+ Street Lights and equipment destroyed during the tornado at no additional cost to the city.

COUNCIL BILL NO. 2014-156 **ORDINANCE NO.**

AN ORDINANCE authorizing and directing the City Manager to execute a contact with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and for the payment by the City of Joplin to the Company of annual Facilities Usage (Investment) Charges and other Charges as provided in the contract, a copy of which is attached hereto and made a part hereof.

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

Section 1. That the City Manager is hereby authorized and directed to execute for and on behalf of the City of Joplin a contract with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and providing for the payment by the City to the Company of annual Facilities Usage (Investment Charges) and other Charges as provided in the contract, and a copy of which is attached hereto and made a part hereof.

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

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-266
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: 7/24/14
Interim City Attorney: Peter C. Edwards PE Date: 7/23/14
Interim City Manager: Samuel L. Anselm SA Date: 7/22/14
Board or Commission: Planning and Zoning Commission MDW Date: 7/14/2014

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

SUMMARY/REQUEST:
Case 026-14: 2301 South Jackson Avenue – A request for the review of a Final Plat for Carlisle Addition, a two lot residential subdivision, for future residential development – Larry Carlisle.

STAFF SUMMARY:
The final plat is for Carlisle Addition, a two lot residential subdivision. The property is a Miscellaneous Tract that has never been platted. Since the property is zoned R-2, the lots may be developed with either a single family home or a duplex.

Staff recommends approval of Case 026-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Larry Carlisle stated he recently purchased the property at 2301 South Jackson Avenue, originally wanting to develop it into three lots. After learning about the City's requirements, he decided to create two lots. The stormwater problem was the issue. He would like to make the property residential like it was before. The property only had one house on it previously.

PUBLIC COMMENT:
None.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Final Plat

CASE 026-14:

Final Plat review for "Carlisle Addition."

NAME OF SUBDIVISION: Carlisle Addition

LOCATION: 2301 S. Jackson Avenue

APPLICANT: Larry Carlisle

PRESENT ZONING: R-2 (Two-Family Residential)

PRESENT LAND USE: Vacant (Former Single-Family)

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	C-O	C-O
Land Use	Single-Family	Single-Family	Vacant (former office)	Vacant (former office)

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
2	21,200 ft²	22,896 ft²	22,048 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Jackson Avenue	Collector	60'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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

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

DISCUSSION

The final plat is for Carlisle Addition, a two lot residential subdivision. The property is a Miscellaneous Tract that has never been platted. Since the property is zoned R-2, the lots may be developed with either a single family home or a duplex.

Staff recommends approval of Case 026-14.

ENCLOSURES:
Final Plat

CITY OF JOPLIN, MISSOURI

RECEIVED 5-1-14

PRELIMINARY PLAT CHECKLIST

CASE
~~Subdivision~~ No.: 025-14
Date Filed: 5-1-14
Date of Meeting: 7-14-14
Filing Fee: $115.00

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: CARLISLE ADDITION

II. Name of Owner: CARLISLE AND SONS, LLC

III. Name of Subdivider: LARRY CARLISLE

IV. Name of Person who prepared the Plat: CHRIS E. STEWART

V. Location of Property by Streets: 23rd STREET & JACKSON AVE.

VI. Present Zoning of Property R-2

VII. Present Uses of Property VACANT

VIII. No. of Acres in Total Tract 1.01 No. of Lots 2

Instructions:

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

IX. Does the Preliminary Plat show the following information?	Yes	No
A. Name of the subdivision	☒	☐
B. Location of boundary lines and reference to section or quarter-section lines.	☒	☐
C. Legal description, complete with Section, Township, Range, principal meridian, county.	☒	☐
D. Name and address of owner(s).	☒	☐

E.	Name and address of subdivider(s).	☑	☐
F.	Name of planner, engineer, landscape architect, or surveyor who prepared the Preliminary Plat.	☑	☐
G.	Scale of Plat, 1" = 100' or larger, and north arrow.	☑	☐
H.	Date of preparation, north arrow and graphic scale.	☑	☐
I.	Current zoning classification and proposed use of the area being platted.	☑	☐
J.	Location, width and name of platted streets or other public ways, railroad rights-of-way, utility easements, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision.	☑	☐
K.	Location of existing sewers, water mains, gas mains, culverts or other underground installations within or adjacent to the proposed subdivision with pipe size, manholes, grades, and location.	☑	☐
L.	Names of adjacent subdivisions together with arrangement of streets and lots and owners of adjacent parcels or un-subdivided land.	☑	☐
M.	Topography at contour intervals of not more than two feet referred to U.S.G.S. or City datum and location of water courses, bridges, wooded areas, lakes, ravines and other significant physical feature.	☑	☐
N.	Arrangement of lots and their approximate sizes.	☑	☐
O.	Location and width of proposed streets, alleys, pedestrian ways and easements.	☑	☐
P.	General plan of sewage disposal, water supply and utilities, if public.	☑	☐
Q.	Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.	☑	☐

R.	Relationship to adjacent un-subdivided land.	☑	☐
S.	Approximate gradient of streets.	☐	☒
T.	Gross acreage of the subdivision; acreage dedicated to streets and other public uses; total number of buildable lots; maximum, minimum and average lot sizes.	☐	☒
X.	Does the proposed subdivision design conform to the Comprehensive Plan?	☑	☐
XI.	Will the proposed subdivision make the development of adjacent property more difficult?	☐	☒
XII.	Are lots sized appropriately for zoning district?	☒	☐
XIII.	Are all lots free from floodplain encroachment?	☒	☐
XIV.	Are drainageways and other drainage facilities sufficient to prevent flooding both on-site and off-site?	☒	☐
XV.	Are all lots buildable with respect to topography, drainageways, bedrock, and soil conditions?	☒	☐
XVI.	Do proposed street grades and alignment meet all requirements?	☒	☐
XVII.	Is the proposed subdivision inside the City limits?	☒	☐
XVIII.	Were 10 copies of the preliminary plat submitted?	☒	☐
XIX.	Was the preliminary plat fee of $ 115.00 paid?	☒	☐

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

Submit by Email | Print Form

CITY OF JOPLIN, MISSOURI

RECEIVED 7-7-14

FINAL PLAT CHECKLIST

Subdivision No.: 026-14
Date Filed: 7-7-14
Date of Meeting: 7-14-14
Fee: N/A.

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: Carlos G Addition

II. Name of Owner: Carlos G & Sons LLC

III. Name of Subdivider: Jaime Carlos

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

V. Date of Hearing: _____

VI. Location of Property by Streets: 2301 S. Jackson

VII. Present Zoning of Property R-2

VIII. Present Uses of Property vacant

IX. No. of Acres in Total Tract 1.01 No. of Lots 2

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. ☑ ☐

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. ☑ ☐

C. Surveyor preparing plat. ☑ ☐

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

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?

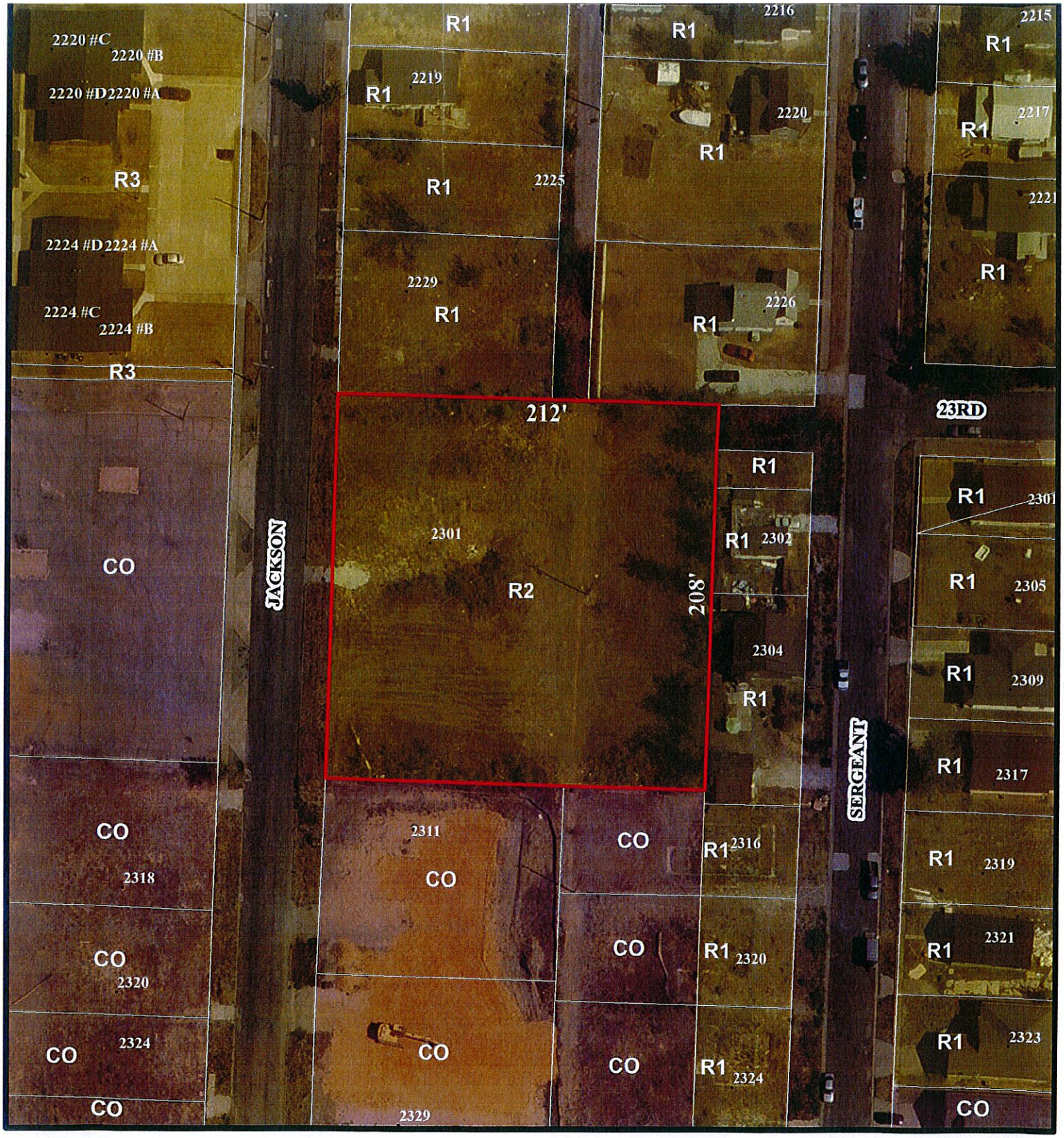
	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

N/A

XV. Are additional comments attached? ☐ ☐

Larry Carlson

7-7-14



Case 026-14: A request for the review of a Final Plat for Carlisle Addition, a two lot residential subdivision, at 2301 S. Jackson Avenue for future residential development. - Larry Carlisle

N

Case 025-14: 2301 South Jackson Avenue – A request for the review of a Preliminary Plat for Carlisle Addition, a two lot residential subdivision, for future residential development – Larry Carlisle.

Mr. Eastman opened the public comment period for Case 025-14.

Mr. Larry Carlisle, 1250 Reindeer Drive, Sarcoxie, Missouri, appeared and stated he recently purchased the property at 2301 South Jackson Avenue, originally wanting to develop it into three lots. After learning about the City's requirements, he decided to create two lots. The stormwater problem was the issue. He would like to make the property residential like it was before. The property only had one house on it previously.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 025-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 025-14 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

Case 026-14: 2301 South Jackson Avenue – A request for the review of a Final Plat for Carlisle Addition, a two lot residential subdivision, for future residential development – Larry Carlisle.

Mr. Eastman opened the public comment period for Case 026-14.

Mr. Larry Carlisle, 1250 Reindeer Drive, Sarcoxie, Missouri, appeared to request the review of the final plat for Carlisle Addition to be located at 2301 South Jackson Avenue.

Mr. Eastman asked Mr. Carlisle if he had anything else to add, and he replied no. He appreciated the help he has received in developing this plat.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 026-14.

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT THE FINAL PLAT AS PRESENTED IN CASE 026-14 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. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 026-14
Larry Carlisle
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-266 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for CARLISLE ADDITION located at 2301 South Jackson 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 CARLISLE 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 CARLISLE ADDITION, described as follows:

> All of a Tract of land described as follows: beginning at a point 205 feet East of the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 15; thence South 208.6 feet; thence East 212.85 feet, more or less to the East line of Miscellaneous Tract Numbered Six (6) in said Section 15; thence North 208.6 feet; thence West 212.85 feet, more or less, to the East line of Jackson Avenue to the point of beginning, being part of Miscellaneous Tract Numbered Six (6) Lying East of Jackson Avenue all in Section 15, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, Except any part taken or deeded for road purposes.

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:

_____
Michael L. Seibert, Mayor

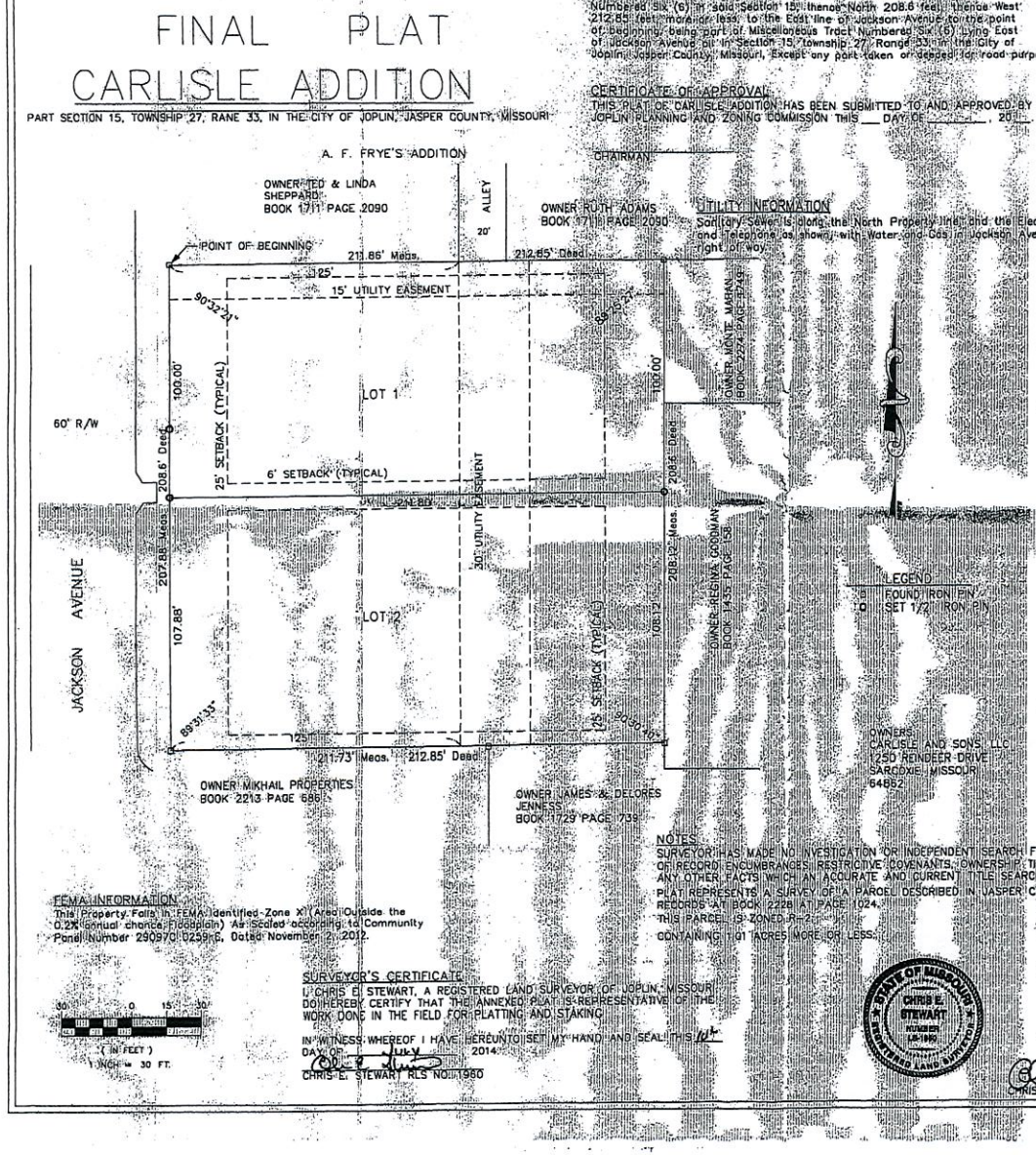
_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

FINAL PLAT
CARLISLE ADDITION

PART SECTION 15, TOWNSHIP 27, RANE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI



DESCRIPTION

All of a Tract of land described as follows: beginning at a point 205 feet East of the Northwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 15; thence South 208.6 feet; thence East 212.85 feet, more or less, to the East line of Miscellaneous Tract Numbered Six (6) in said Section 15; thence North 208.6 feet; thence West 212.85 feet, more or less, to the East line of Jackson Avenue; to the point of beginning; being part of Miscellaneous Tract Numbered Six (6) lying East of Jackson Avenue all in Section 15, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri, Except any part taken or deeded for road purposes.

CERTIFICATE OF APPROVAL

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

CHAIRMAN

UTILITY INFORMATION

Sanitary Sewer is along the North Property line and the Electric and Telephone as shown, with Water and Gas in Jackson Avenue right of way.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CARLISLE AND SONS, LLC. THE OWNER OF CARLISLE 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 CERTITY 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 LARRY CARLISLE 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 CARLISLE 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 _____ DAY OF _____, 20___, OF JOPLIN, MISSOURI.

_____ _____ _____
MAYOR CITY CLERK CITY ENGINEER

LEGEND

FOUND IRON PIN
SET 1/2" IRON PIN

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 ___ min. __ 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

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 2228 AT PAGE 1024.

THIS PARCEL IS ZONED R-2

CONTAINING 1.01 ACRES MORE OR LESS.

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 290970 0259 C, Dated November 2, 2012.

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 10th DAY OF July 2014.

CHRIS E. STEWART RLS NO. 1980

STATE OF MISSOURI
CHRIS E. STEWART
NUMBER LS-1980
REGISTERED LAND SURVEYOR

7-10-2014
CHRIS E. STEWART RLS 1980

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 417-626-2166
64804

CUSTOMER: CARLISLE AND SONS, LLC			
SURVEY OF CARLISLE ADDITION			
DATE 07/01/14	BY CES	REVISED 7-10-2014	BOOK PAGE FILE CARLISLE
SCALE 1"=30'	ACC Urban		

Case # 0216-14

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-267
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: 7/22/14
Interim City Attorney: Peter C. Edwards PE Date: 7/23/14
Interim City Manager: Samuel L. Anselm SLA Date: 7/22/14
Board or Commission: Planning and Zoning Commission MAW Date: 7/14/2014

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

SUMMARY/REQUEST:
Case 029-14: 1411 Logan Drive – A request for the review of a Final Plat for Logan's Run East, a three lot residential subdivision, for future residential development – Joseph D. & Danica J. Harris.

STAFF SUMMARY:
The final plat is for Logan's Run East, a three lot residential subdivision. The Logan's Run subdivision surrounds the property on the east and west, as well as to the south. This property was left out of Logan's Run Plat 3 as it was under separate ownership at the time of development. The new property owner is requesting to subdivide the existing property into three lots. The easternmost lot already has a home constructed. The subdivision has been platted so that the house to the east will meet the west side setback.

Staff recommends approval of Case 029-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Joseph Harris stated that there is an extra amount of land to the west of the home that is on the existing lot. He plans to subdivide that single lot into three lots, where the existing house would sit on the 125-foot wide lot. The remaining 130 feet would be divided into two 65-foot lots. The two vacant lots would be available for single-family residential homes.

Mr. Brown asked about the width of the lots to the east, and Mr. Wright replied 65 to 70 feet.

Mr. Brown asked about the lot measuring 125 feet, and Mr. Wright replied that is where the existing house is.

PUBLIC COMMENT: None.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Final Plat

CASE 029-14:

Final Plat review for "Logan's Run East."

NAME OF SUBDIVISION: Logan's Run East

LOCATION: 1411 Logan Drive

APPLICANT: Joseph D. & Danica J. Harris

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

PRESENT LAND USE: Single-Family and undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-1 PD	R-1	R-1 & R-2	R-4 PD
Land Use	Undeveloped	Single-Family	Single-Family	Single-Family

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
3	8,970 ft²	17,250 ft²	11,730 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Logan Drive	Local	60'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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

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

DISCUSSION

The final plat is for Logan's Run East, a three lot residential subdivision. The Logan's Run subdivision surrounds the property on the east and west, as well as to the south. This property was left out of Logan's Run Plat 3 as it was under separate ownership at the time of development. The new property owner is requesting to subdivide the existing property into 3 lots. The easternmost lot already has a home constructed. The subdivision has been platted so that the house to the east will meet the west side setback.

Staff recommends approval of Case 029-14.

ENCLOSURES:
Final Plat

RECEIVED 6-18-14

CITY OF JOPLIN, MISSOURI

PRELIMINARY PLAT CHECKLIST

Case ~~Subdivision~~ No.: 028-14
Date Filed: 6-18-14
Date of Meeting: 7-14-14
Filing Fee: $115.00

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: Logan's Run East

II. Name of Owner: Joseph D & Danica J. Harris 417-438-9440

III. Name of Subdivider: Joe Harris

IV. Name of Person who prepared the Plat: Steward & Neece

V. Location of Property by Streets: 1411 E. Logan Drive

VI. Present Zoning of Property Residential

VII. Present Uses of Property Residential

VIII. No. of Acres in Total Tract 0.80 +/- No. of Lots 3

Instructions:

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

IX. Does the Preliminary Plat show the following information?	Yes	No
A. Name of the subdivision	☑	☐
B. Location of boundary lines and reference to section or quarter-section lines.	☑	☐
C. Legal description, complete with Section, Township, Range, principal meridian, county.	☑	☐
D. Name and address of owner(s).	☑	☐

E. Name and address of subdivider(s). ☑ ☐

F. Name of planner, engineer, landscape architect, or surveyor who prepared the Preliminary Plat. ☑ ☐

G. Scale of Plat, 1" = 100' or larger, and north arrow. ☑ ☐

H. Date of preparation, north arrow and graphic scale. ☑ ☐

I. Current zoning classification and proposed use of the area being platted. ☑ ☐

J. Location, width and name of platted streets or other public ways, railroad rights-of-way, utility easements, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision. ☑ ☐

K. Location of existing sewers, water mains, gas mains, culverts or other underground installations within or adjacent to the proposed subdivision with pipe size, manholes, grades, and location. ☑ ☐

L. Names of adjacent subdivisions together with arrangement of streets and lots and owners of adjacent parcels or un-subdivided land. ☑ ☐

M. Topography at contour intervals of not more than two feet referred to U.S.G.S. or City datum and location of water courses, bridges, wooded areas, lakes, ravines and other significant physical feature. ☑ ☐

N. Arrangement of lots and their approximate sizes. ☑ ☐

O. Location and width of proposed streets, alleys, pedestrian ways and easements. ☑ ☐

P. General plan of sewage disposal, water supply and utilities, if public. ☑ ☐

Q. Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use. ☑ ☐

R.	Relationship to adjacent un-subdivided land.	☑	☐
S.	Approximate gradient of streets.	☑	☐
T.	Gross acreage of the subdivision; acreage dedicated to streets and other public uses; total number of buildable lots; maximum, minimum and average lot sizes.	☑	☐
X.	Does the proposed subdivision design conform to the Comprehensive Plan?	☑	☐
XI.	Will the proposed subdivision make the development of adjacent property more difficult?	☐	☑
XII.	Are lots sized appropriately for zoning district?	☑	☐
XIII.	Are all lots free from floodplain encroachment?	☑	☐
XIV.	Are drainageways and other drainage facilities sufficient to prevent flooding both on-site and off-site?	☑	☐
XV.	Are all lots buildable with respect to topography, drainageways, bedrock, and soil conditions?	☑	☐
XVI.	Do proposed street grades and alignment meet all requirements?	☑	☐
XVII.	Is the proposed subdivision inside the City limits?	☑	☐
XVIII.	Were 10 copies of the preliminary plat submitted?	☑	☐
XIX.	Was the preliminary plat fee of $ 115.00 paid?	☑	☐

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

Submit by Email | Print Form

RECEIVED 6-18-14

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

CASE
~~Subdivision~~ No.: 029-14
Date Filed: 6-18-14
Date of Meeting: 7-14-14
Fee: NA

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: Logan's Run East

II. Name of Owner: Joseph D. & Danica J. Harris

III. Name of Subdivider: Joe Harris

IV. Name of Person who prepared the Plat: Stewart & Neece

V. Date of Hearing: _____

VI. Location of Property by Streets: 1411 E. Logan Drive

_____

VII. Present Zoning of Property Residential

VIII. Present Uses of Property Residential

IX. No. of Acres in Total Tract 0.80 +/- 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. ☑ ☐

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. ☑ ☐

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. ☑ ☐

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? ☐ ☑

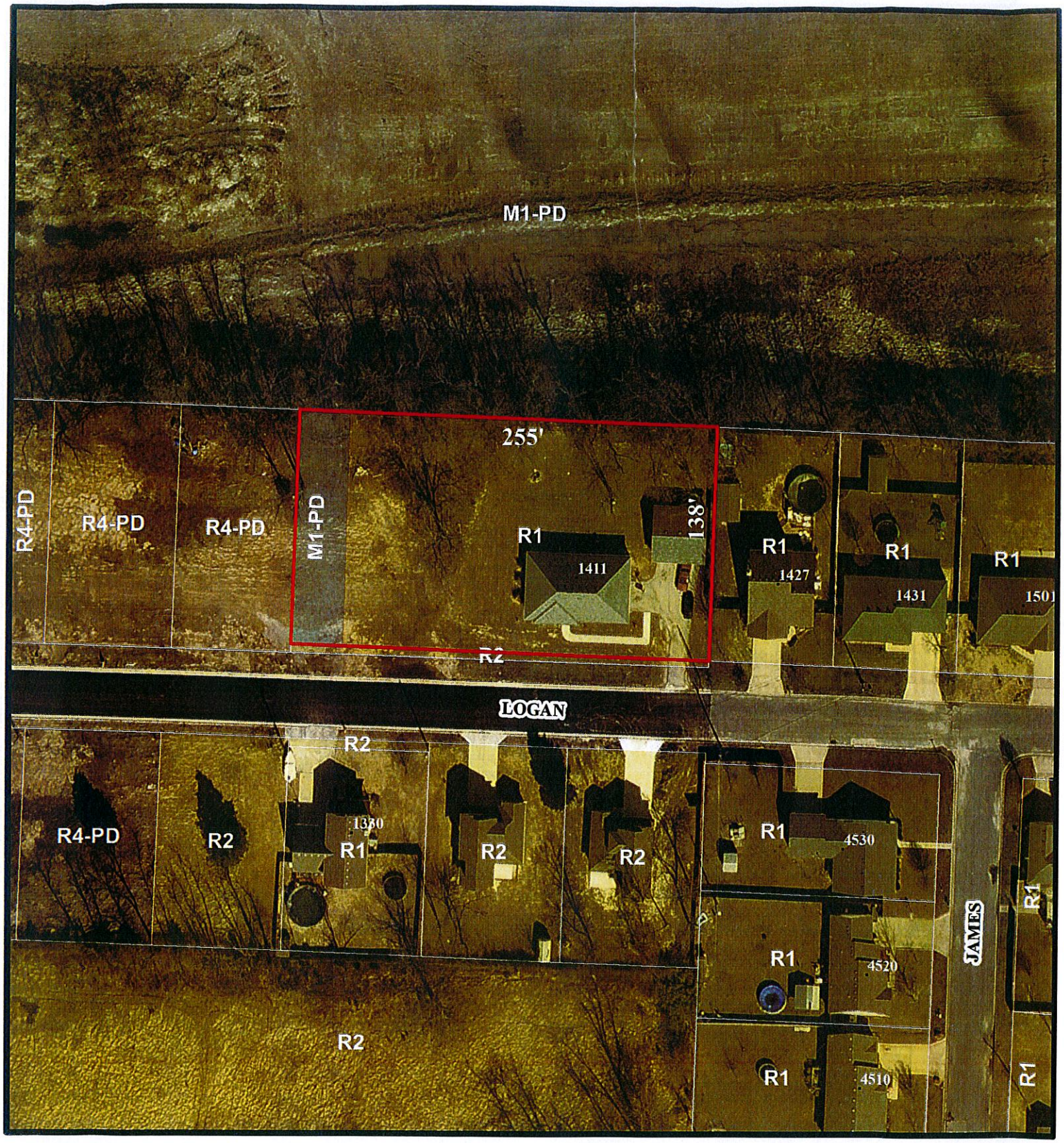
B. If so, has a copy been submitted? ☐ ☐ N/A

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? ☐ ☑



0 70 140 280 420 560 Feet

Case 029-14: A request for the review of a Final Plat for Logan's Run East, a three lot residential subdivision, at 1411 Logan Drive for future residential development. - Joseph D. & Danica J. Harris

N

Case 029-14: 1411 Logan Drive – A request for the review of a Final Plat for Logan's Run East, a three lot residential subdivision, for future residential development – Joseph D. & Danica J. Harris.

Mr. Eastman opened the public comment period for Case 029-14.

Mr. Joseph Harris, 913 West Briarbrook Lane, Carl Junction, Missouri, appeared to request the review of the final plat for Logan's Run East.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 029-14.

MR. RAMSOUR MOVED, SECONDED BY MR. SMITH, THAT THE FINAL PLAT AS PRESENTED IN CASE 029-14 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. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

Case 028-14: 1411 Logan Drive – A request for the review of a Preliminary Plat for Logan's Run East, a three lot residential subdivision, for future residential development – Joseph D. & Danica J. Harris.

Mr. Eastman opened the public comment period for Case 028-14.

Mr. Joseph Harris, 913 West Briarbrook Lane, Carl Junction, Missouri, appeared and stated that there is an extra amount of land to the west of the home that is on the existing lot. He plans to subdivide that single lot into three lots, where the existing house would sit on the 125-foot wide lot. The remaining 130 feet would be divided into two 65-foot lots. The two vacant lots would be available for single-family residential homes.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 028-14.

Mr. Brown asked about the width of the lots to the east, and Mr. Wright replied 65 to 70 feet.

Mr. Brown asked about the lot measuring 125 feet, and Mr. Wright replied that is where the existing house is.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 028-14 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 029-14
Joseph D. & Danica J. Harris
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-267 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat LOGAN'S RUN EAST located at 1411 Logan 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 the grades in the Plat of Final Plat for LOGAN'S RUN EAST 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 LOGAN'S RUN EAST, described as follows:

> All of the North 138.00 feet of the East 255.00 feet of Lot Numbered One (1) in Midway Gardens Subdivision, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being subject to all easements, right-of-ways, and reservations of record.

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: _____ Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

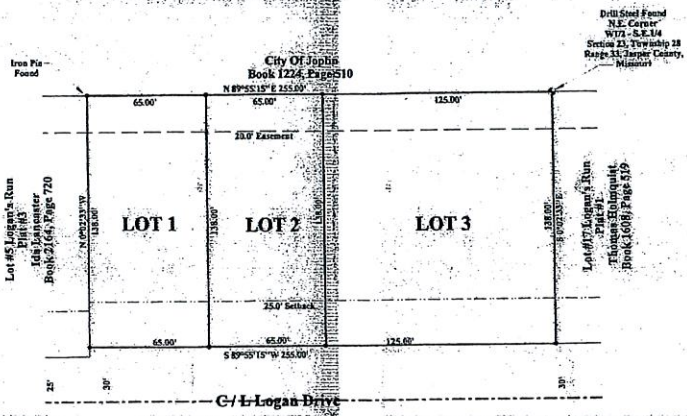
Aligned

SCALE: ONE INCH EQUALS 40 FEET

0 20 40 60' 80

A Final Subdivision Plat of:
Logan's Run East

Being a Replat of Part Of Lot 1 in Midway Gardens, a Subdivision Located in the West 1/2 of the Southeast 1/4 of Section 23, Township 28, Range 33, Now in the City of Joplin, Jasper County, Missouri



LEGAL DESCRIPTION:

All of the North 138.00 feet of the East 255.00 feet of Lot Numbered One (1) in Midway Gardens Subdivision, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being subject to all easements, right-of-ways, and reservations of record.

DEDICATION:

Know all men by these presents that Joseph D. & Danica J. Harris, owner of Logan's Run East Subdivision; in the City of Joplin, Jasper County, Missouri, do hereby publish, declare and acknowledge the annexed plat thereof with lots, and easements as shown hereon, and do hereby dedicate all easements, as shown to the public forever.

In Witness whereof, we have hereunto set our hands and seal this ____ day of _____, 20__.

Name:

STATE OF MISSOURI)
SS
COUNTY OF JASPER)

Be it remembered that on this ____ day of _____, 20__, before me a notary public in and for said County and State, came to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public

My Commission Expires:

This Plat of Logan's Run East addition has been submitted to and approved by the Joplin Planning and Zoning Commission this ____ day of _____, 20__.

Chairman of Zoning and Planning Commission

This plat of Logan's Run East Subdivision, including easements, accepted by the City Council has been, submitted to and approved by the Joplin City Council by Ordinance No. _____, duly passed and approved by the Mayor on this ____ day, of _____, 20__, of Joplin Missouri

(SEAL)

City Clerk Mayor City Engineer

Entered on transfer record this ___ day of _____, 20__,

Deputy

County Recorder of Deeds

STATE OF MISSOURI)
SS
COUNTY OF JASPER)

I, _____, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, on the ___ day of _____, 20__, at _____ o'clock and ____ minutes __M., duly filed for record in this office, and is recorded in the records of this office in Plat Book _____ at Page _____.

I witness whereof, I have hereunto set my hand and seal this ____ day of _____, 20__.

Recorder of Deeds

SURVEYOR'S CERTIFICATE:

I, RODNEY C. NEECE, A REGISTERED LAND SURVEYOR OF JOPLIN, JASPER COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE FIELD NOTES AND THE ATTACHED PLAT ARE A TRUE AND ACCURATE DESCRIPTION OF THE WORK PERFORMED AND MEASUREMENTS TAKEN. SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY, AND IS NOT A WARRANTY OF TITLE EITHER EXPRESSED OR IMPLIED. THIS DECLARATION IS MADE TO THE ORIGINAL OWNER AND/OR PURCHASER OF THE SURVEY AS OF THE DATE INDICATED IN THE TITLE BLOCK. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR RECOURSE TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES. FURTHERMORE, THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL.

RODNEY C. NEECE, Mo.L.S. 02651 — 6/26/2014

MONUMENTATION: 1/2 Iron Pins with cap set at all lot corners unless otherwise specified.

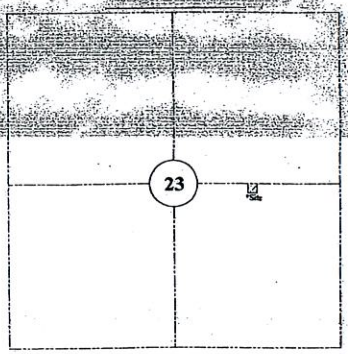
BASIS OF BEARINGS: The E/L W1/2-SE1/4 S 0°02'33" E.

CLASS OF PROPERTY: (c) Urban.

AREA: (3) Reg. Lots on 0.80 Acres +/-

ZONING: Single R-1

OWNER/DEVELOPER: Mr. Joe Harris
913 W. Briarbrook Lane - Carl Junction, MO. 64834



FLOOD STATEMENT:

The Above Described Property falls in Being identified Zone X [Areas determined to be outside the 0.2% annual chance floodplain] as shown on (Community Number 290150, [Panel Number 0163, [Suffix E] [Map Number 29097C0265E] [Effective Date November 2, 2012]. Please note that the accuracy of this flood hazard data is subject to map scale uncertainty, by location and or elevation on the above referenced FIMA Map.

A FINAL SUBDIVISION PLAT FOR: -

Joesph & Danica Harris

PROPERTY ADDRESS:	1411 Logan Drive, Joplin, Missouri
SECTION - 23	TOWNSHIP - 28 — RANGE - 33
SCALE: 1" = 40'.00"	DATE: 6/16/2014
FIELD BOOK #D.C.	FILE NAME: 232833H

STEWART & NEECE LAND SURVEYING COMPANY INC
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0369
Serving Southwest Missouri Since the Year 1922
Land Surveyors, Lot Surveys, Subdivisions, Mine Data, Blueprints

Case #029-14

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 18, 2014

Item: CDBG – Disaster Recovery Action Plan and Partial Action Plan
Originating Department: Planning & Community Development

Attachments: 1) Resolution No. 2014-015

Department Head: Niccholas A. Heatherly — Date: 8/11/14
Planning & Community Development Director: Troy Bolander: TB — Date: 8-11-14
Finance Department: Leslie Haase — Date: 8-11-14
City Attorney: Peter C. Edwards — Date: 8/11/14
Interim City Manager: Samuel L. Anselm — Date: 8/12/14

Recommended Action: Approval of Resolution No. 2014-015

DISCUSSION:

In accordance with Federal Register Notice No. 5628-N-01, dated April 16, 2012, Community Development Block Grant-Disaster Recovery (CDBG-DR) Grantees must specify criteria for determining what changes in the grantee's action plan constitute a substantial amendment to the plan. The Notice further recommends at a minimum a substantial amendment is needed when any of the following occurs:

- **A change in program benefit or eligibility criteria;**
- **The allocation or re-allocation of more than $1 million; or**
- **The addition or deletion of an activity.**

In the City of Joplin's Action Plan as Amended for the first Round of CDBG-DR funding and in the City's Partial Action Plan as Amended for the second Round of CDBG-DR funding, the definition of a substantial amendment to an action plan was taken from language in the City's Action Plan for CDBG annual entitlement awards and reads:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity;
- A change to the scope of the project that would either:
    - Increase/Decrease funding by $100,000 for a single activity; or
    - Increase/Decrease the physical size of a project by 10% or greater

This language was appropriate for the amount of annual funding received by the City through the CDBG Entitlement Program. However, the magnitude of the CDBG-DR funding awards and the size and scope of the activities planned, the language outlined in the Federal Register Notice is better suited to the execution of the activities. Substantial amendments must be approved by City Council and reviewed and approved by HUD. Reducing the number of substantial amendments will allow for local flexibility and timeliness in completing activities through the CDBG-DR awards.

RECOMMENDATION:

The staff recommends adoption of the attached resolution that would replace the current definition of 'substantial amendment' in the CDBG-DR Round 1 Action Plan as amended and in the CDBG-DR Round 2 Partial Action Plan as amended to reflect the suggested language in the Federal Register Notice dated April 16, 2012. The language change reads:

SUBSTANTIAL AMMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation or reallocation of more than $1,000,000.

~~a) Increase/Decrease funding by $100,000 for a single activity; or~~
~~b) Increase/Decrease the physical size of a project by 10% or greater.~~

Attachment A – Second Amendment to CDBG-DR Round 2 Partial Action Plan

AMENDMENT #2 – August 18, 2014

The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the second round of funding (approximately $113 Million). A submission of this amendment has been made to the U.S. Department of Housing and Urban Development (HUD).

The amendment consolidates the City's design only activities (Sidewalks, Storm Sewer, and Curb & Gutter) and includes the related "Street Surface" design – with no change in total cost.

Infrastructure Activities	
~~Sidewalk Reconstruction/Construction (Design Only)~~	~~$ 588,000.00~~
Sanitary Sewer (Design & Construction Phase 1)	$ 4,500,000.00
~~Storm Sewer (Design Only)~~	~~$ 2,381,400.00~~
~~Curb & Gutter (Design Only)~~	~~$ 393,000.00~~
Planning & Design (Sidewalks, Storm Sewer, Curb & Gutter, and Streets)	$ 3,362,400.00
Sub Total	**$ 7,862,400.00**

INFRASTRUCTURE IMPACT AND UNMET NEEDS

The City's previous round of CDBG-DR funding was allocated to infrastructure based on the immediate assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado. Since that time, additional assessments have occurred to update the unmet infrastructure needs inside the tornado-affected area. In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, these projects will ensure that all residents have the benefit of infrastructure that will enhance the quality of life and protect property. These projects will include repairs necessary due to direct storm damage, damage from recovery efforts, and will further enhance systems to attract residents to repopulate the area.

Mental Health

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. This funding, however, is expected to decrease this upcoming year.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from

students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions.

The School District has provided the above data and the conclusion of research reinforce the need for continued support. Joplin School District anticipates needing 8 mental health professionals to meet the needs of at least 1,000 students expected to be underserved by current resources.

Storm Sewer

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

Sanitary Sewer

As with storm sewers, the tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area.

All EDR area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. We extrapolated those rankings and percentages across the entire tornado area. We estimated approximately $12 million for repairing the category 3 and above lines which are comprised of approximately 444,000 linear feet of Sanitary Sewer. The project also involves repairing all manholes in the tornado area, of which there are approximately 1,700.

Curb & Gutter

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in less disturbance on areas

already paved.

Sidewalks
Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area.

Streets
Staff has evaluated the entire tornado damaged area and determined the appropriate measures for repairing our roadways. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic damage to area structures, resulting in intensive debris removal operations and associated heavy equipment. Focus will be on assessing and determining the best treatment to the street surfaces in the tornado area. A coordinated approach is being taken with storm and sanitary sewers construction to minimize further damage and ensure completion prior to the street surface activity.

I. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Round II Partial Plan #2 – Initial Budget

Infrastructure Activities	
~~Sidewalk Reconstruction/Construction (Design Only)~~	~~$ 588,000.00~~
Sanitary Sewer (Design & Construction Phase 1)	$ 4,500,000.00
~~Storm Sewer (Design Only)~~	~~$ 2,381,400.00~~
~~Curb & Gutter (Design Only)~~	~~$ 393,000.00~~
Planning & Design (Sidewalks, Storm Sewer, Curb & Gutter, and Streets)	$ 3,362,400.00
Sub Total	**$ 7,862,400.00**
Economic Development	
Sub Total	**$ 0.00**
Housing Activities	
Sub Total	**$ 0.00**
Public Service Activities	
Mental Health Needs (Joplin School District)	$ 331,397.00
Sub Total	**$ 331,397.00**
Program Administration Activities	
City of Joplin Administrative Costs	$ 101,951.30
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 327,805.20
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $431,244.32)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 429,756.50**
TOTAL BUDGETED CDBG-DR AWARD (of $113,276,000.00)	**$ 8,623,553.50**

RESOLUTION NO. 2014-015

A RESOLUTION authorizing language changes to the Action Plan and Partial Action Plan for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program – Round 1 and Round 2 with the U.S Department of Housing and Urban Development as required.

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

WHEREAS, there were thousands of households affected by the tornado; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance through two rounds of funding in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS, the City of Joplin amends the definition of a substantial amendment to its current Action Plans.

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

Section 1. That the City of Joplin change the definition of substantial amendment to the Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program – Round 1 and to the Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program – Round 2.

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

_____
Michael L. Siebert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 18, 2014

Item: CDBG –DR- Round 2 Partial Action Plan – Second Amendment
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan – Second Amendment
2) Resolution No. 2014-016

Department Head: Nicholas A. Heatherly	Date: 8/11/14
Planning & Community Development Director: Troy Bolander	Date: 8-11-14
Finance Department: Leslie Haase	Date: 8-11-14
City Attorney: Peter C. Edwards	Date: 8/11/14
Interim City Manager: Samuel L. Anselm	Date: 8/12/14

Recommended Action: Approval of Resolution No. 2014-016

DISCUSSION:

The following is a resolution that authorizes the filing of a second amendment to the Initial Partial Action Plan previously approved by City Council for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). The Partial Action Plan describes engineering design activities for sidewalk, curb and gutter and storm water as well as design and initial construction of sanitary sewer in the tornado zone. This Partial Action Plan also has an activity that provides funding to the Joplin School District for mental health counseling. Approximately $8.6 million of the approximate $113 million grant funds will be spent by January, 2016. A summary of the activities is listed below:

1) Sidewalk Construction (Design Only)
2) Sanitary Sewer (Design & Construction Phase 1)
3) Storm Sewer (Design Only)
4) Curb & Gutter (Design Only)
5) Mental Health Needs – Joplin School District

The following proposed amendment to the Partial Action Plan will further streamline the process of repairing and reconstructing all the infrastructure in the tornado zone within each two year phase until all the funds must be expended in 2019. In addition, it will include the design of street surfaces in the overall design of the infrastructure.

Infrastructure Activities	
~~Sidewalk Reconstruction/Construction (Design Only)~~	~~$ 588,000.00~~
Sanitary Sewer (Design & Construction Phase 1)	$ 4,500,000.00
~~Storm Sewer (Design Only)~~	~~$ 2,381,400.00~~
~~Curb & Gutter (Design Only)~~	~~$ 393,000.00~~
Planning & Design (Sidewalks, Storm Sewer, Curb & Gutter, and Streets)	$ 3,362,400.00
Sub Total	**$ 7,862,400.00**

This amendment allows for timely (initial two years) and subsequent two year plans to be optimally completed in the time constraints of the Round 2 $113 million CDBG-DR award. The changes do not change the $8.6 million approved in this Initial Partial Action Plan. After City Council consideration the proposed amendment will be posted on the City's website for a seven day public comment period then will be forwarded to HUD for review.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

Attachment A – Second Amendment to CDBG-DR Round 2 Partial Action Plan

AMENDMENT #2 – August 18, 2014

The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the second round of funding (approximately $113 Million). A submission of this amendment has been made to the U.S. Department of Housing and Urban Development (HUD).

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I. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Round II Partial Plan #2 – Initial Budget

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Economic Development	
Sub Total	**$ 0.00**
Housing Activities	
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Program Administration Activities	
City of Joplin Administrative Costs	$ 101,951.30
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 327,805.20
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $431,244.32)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 429,756.50**
TOTAL BUDGETED CDBG-DR AWARD (of $113,276,000.00)	**$ 8,623,553.50**

RESOLUTION NO. 2014-016

A RESOLUTION authorizing the filing of a Second Amendment to Partial 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.

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

WHEREAS, there were thousands of households affected by the tornado; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated $113,276,000 in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) allows for the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Partial Action Plans; and

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

Section 1. That the City of Joplin file a Second Amendment to the Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program according to Attachment A with the U.S. Department of Housing and Urban Development.

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

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

ORDINANCES

EMERGENCY

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 18, 2014
ITEM: Council Bill No. 2014-021 approving a Performance Agreement for improvements and parking around Joe Becker Stadium, between the City of Joplin and and Charter Sports, LLC.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2014-021; Exhibit - Agreement

DEPARTMENT HEAD:	Peter C. Edwards PE	**DATE:** 8/12/14
INTERIM CITY MANAGER:	Sam Anselm SA	**DATE:** 8/13/14
FINANCE DEPARTMENT:	Leslie Haase LH	**DATE:** 8-13-14
PARKS & RECREATION:	Chris Cotten	**DATE:** 8/13/14
H.R./RISK MGMT:	David Allgood	**DATE:** 8/13/14

INTRODUCTION:

This Council Bill authorizes the execution of a Performance Agreement by and between the City of Joplin and Charter Sports, LLC for the acquisition of real estate and construction of parking improvements around Joe Becker Stadium.

DISCUSSION:

At the May 5, 2014 Council meeting, the City Council approved a Lease Agreement between the City and Pro Baseball Management, LLC ("PBM") for PBM's minor league baseball franchise to play baseball at Joe Becker Stadium beginning in May of 2015. PBM is a company owned by Oscar and Shawn Suarez. Another company owned by the Suarezs', Charter Sports, LLC, has purchased two lots in the block immediately south of Joe Becker Stadium. The City also owns several lots in that block. Charter has a contract to purchase one (1) additional lot on the block. Once this purchase is completed, the City has agreed to do site preparation and then chip and seal the lots so that the property owned by the City and Charter can be used as a parking lot for Joe Becker. This Performance Agreement memorializes the parties' agreement.

RECOMMENDATION:

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

PCE:ab
attachments

AGREEMENT FOR CONSTRUCTION OF PARKING IMPROVEMENTS FOR JOE BECKER STADIUM AND NEARBY AREAS

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the CITY OF JOPLIN, MISSOURI, a Missouri Municipal Corporation, hereinafter "City), and Charter Sports, LLC, a Colorado Limited Liability Company, hereinafter "Charter".

WHEREAS, The City is the owner of real property known as Joe Becker Stadium, located at 301 High Street, Joplin, Missouri as well as Lots 23, 30, 29, 28, and the South ½ of Lot 25 in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof; and

WHEREAS, Pro Baseball Management, LLC is the owner of a professional baseball franchise in the American Association Independent League and has entered into a Lease Agreement with the City to operate its franchise at Joe Becker Stadium and play minor league baseball as the "Joplin Blasters"; and,

WHEREAS, Charter Sports, LLC is an entity that is agreeing to purchase certain properties for parking and possible future team office and retail opportunities near the location of Joe Becker Stadium; and,

WHEREAS, it is acknowledged and agreed by the parties hereto that Charter has purchased two (2) properties as of the date of this Agreement and Charter shall complete the purchase of the third property within fifteen (15) days of the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, City and Charter agree as follows:

1. Statement of Intent and Purpose. This Agreement sets forth the rights and duties of City and Charter with regard to the construction, maintenance, and operation of the parking improvements on and nearby Joe Becker Stadium. 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. Premises. Attached to and made a part of this Agreement as Exhibit A are aerial maps showing each property that shall be subject to the terms of this Agreement and which constitutes the Premises.

3. Charter Prior Real Estate Purchase. As of the date of this Agreement, Charter has purchased the following real estate, legally described as follows:

a. Tract 1. All of the North One-half of Lot Numbered Twenty-five (25) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the South One-half of the vacated alley lying North of and adjacent to said Lot Twenty-five.

b. Tract 2. All of Lot Numbered Twenty-seven (27) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, NOW A PART OF THE City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

4. Charter Post Real Estate Purchase. Within fifteen (15) days of the execution of this Agreement, Charter agrees to purchase the following real estate at its fair market value, legally described as follows:

a. Tract 3. All of Lot Numbered Twenty-four (24) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, together with the alley way, running East and West between the South Half of Lot Numbered Twenty-four (24) and the North Half of Lot Numbered Twenty-five (25) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

5. Charter Duties and Obligations. Charter shall:

A. Within fifteen (15) of the execution of this Agreement, Charter shall purchase Tract 3.

B. Pay all real estate taxes, insurance and assessments applicable to real estate owned by Charter.

C. Indemnify, protect, defend and hold harmless City and its officers, city council, employees, respective invitees, successors and assigns from and against any loss, cost, claim, damage, liability and expense (including reasonable attorneys' fees and costs) resulting, directly or indirectly, from the operation of its baseball franchise at the Stadium and its obligations under this Agreement, except to the extent such loss, cost, claim, damage, liability and expense (including reasonable attorneys' fees and costs) results from the intentional or willful acts of City, or its respective officers, employees, successors and assigns.

6. City's Duties and Obligations.

D. City shall make improvements to the City-owned lots and Charter lots that will include grading and chipping and sealing the lots suitable for parking purposes.

7. Improvements

A. Parking. The parties acknowledge that in order to create a successful project, the Stadium requires adequate parking within a ½ mile radius from the Stadium. The City owns Lots 23, 30, 29, 28 and the South ½ of Lot 25 in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri. Charter will own Tracts 1, 2 and 3 as described above. The City agrees to make improvements and chip and seal all or a portion of these lots to provide parking for the Stadium ("parking lot"). Charter shall operate the parking lot collect and keep all revenue during the Joplin Blasters baseball season, and shall pay all costs associated with the operation of the parking lot. For any parking for events that are outside the term of the Lease Agreement, the City retains the right to operate the parking lot on

their property and to collect and keep all revenue, and shall pay all costs associated with the operation of their parking lot. If, by separate agreement, Charter uses the Stadium for events outside the term of the Lease Agreement, it shall be entitled to keep all revenue from those events.

B. Option and First Right of Refusal in the Event of Default. The City shall have an irrevocable Option and First Right of Refusal to purchase Lots 1, 2 and 3 from Charter Sports, LLC. If the Joplin Blasters cease to play baseball under its franchise in the American Association Independent League and Pro Baseball Management LLC is in default under the terms of its Lease Agreement with the City, the City shall have an Option and First Right of Refusal to purchases Tracts 1, 2 and 3 from Charter. Charter shall notify the City of its intent to sell Tracts 1, 2 and 3. The City shall have thirty (30) days to exercise its Option for the purchase of Tracts 1, 2, and 3 and shall provide written notice of its intent to Charter. The City shall pay fair market value, less the costs of chip and seal work attributable to Tracts 1, 2 and 3, which cost shall not exceed $32,500.00. The parties shall make a good faith effort to agree on fair market value within thirty (30) days after the City exercises its Option. If the parties cannot agree on fair market value, then they shall each select a certified appraiser to appraise the lots and shall use the average of the two (2) appraisals as a final purchase price. In the event that the City does not exercise the Option, it shall have a First Right of Refusal to purchase Tracts 1, 2 and 3 and shall have fifteen (15) days to exercise its First Right to purchases Tracts 1, 2 and 3 after notice of a bona fide offer is given from Charter to the City, for the purchase price stated in the offer.

8. Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their respective rights and remedies under this Agreement irrespective of any waiver granted.

9. Assignment. Neither party may assign its obligations hereunder without the express written consent of the other party unless the assignee(s) agrees to assume the obligations and responsibilities hereunder and the assignment is approved by the Joplin City Council.

10. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

City as follows:

City of Joplin, Missouri
Samuel L. Anselm, Interim City Manager

602 South Main Street
Joplin, Missouri 64801,

Charter Sports as follows:
Gabriel Suarez
PO Box 442
Scottsdale, AZ 85257

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

11. Successors Bound. The covenants, terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of City and Charter and their respective successors and, to the extent permitted herein, their assigns.

12. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this document and any incorporated exhibits or attachments, the provisions of this document shall control.

13. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written amendment signed by City and Charter and, if applicable, the holder of any lien against the improvements or real property of any party. No act, conversation or communication with any officer, agent or employee of City and Charter, either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon City and Charter.

14. Entire Agreement. This Agreement, including any referenced exhibits or attachments, constitutes the entire agreement between City and Charter with respect to this subject matter, and supersedes all prior agreements, whether written or oral, between City and Charter with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

15. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions; or unless the court finds that the

valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

16. Representations and Warranties. City and Charter certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

17. Missouri Law. This Agreement is made and shall be construed under the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

18. Filing of Memorandum. Upon the request of any party to this Agreement, the parties hereby agree to execute a Memorandum hereof to be recorded for the purpose of giving record notice of the provisions herein.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anselm,
Interim City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"City"

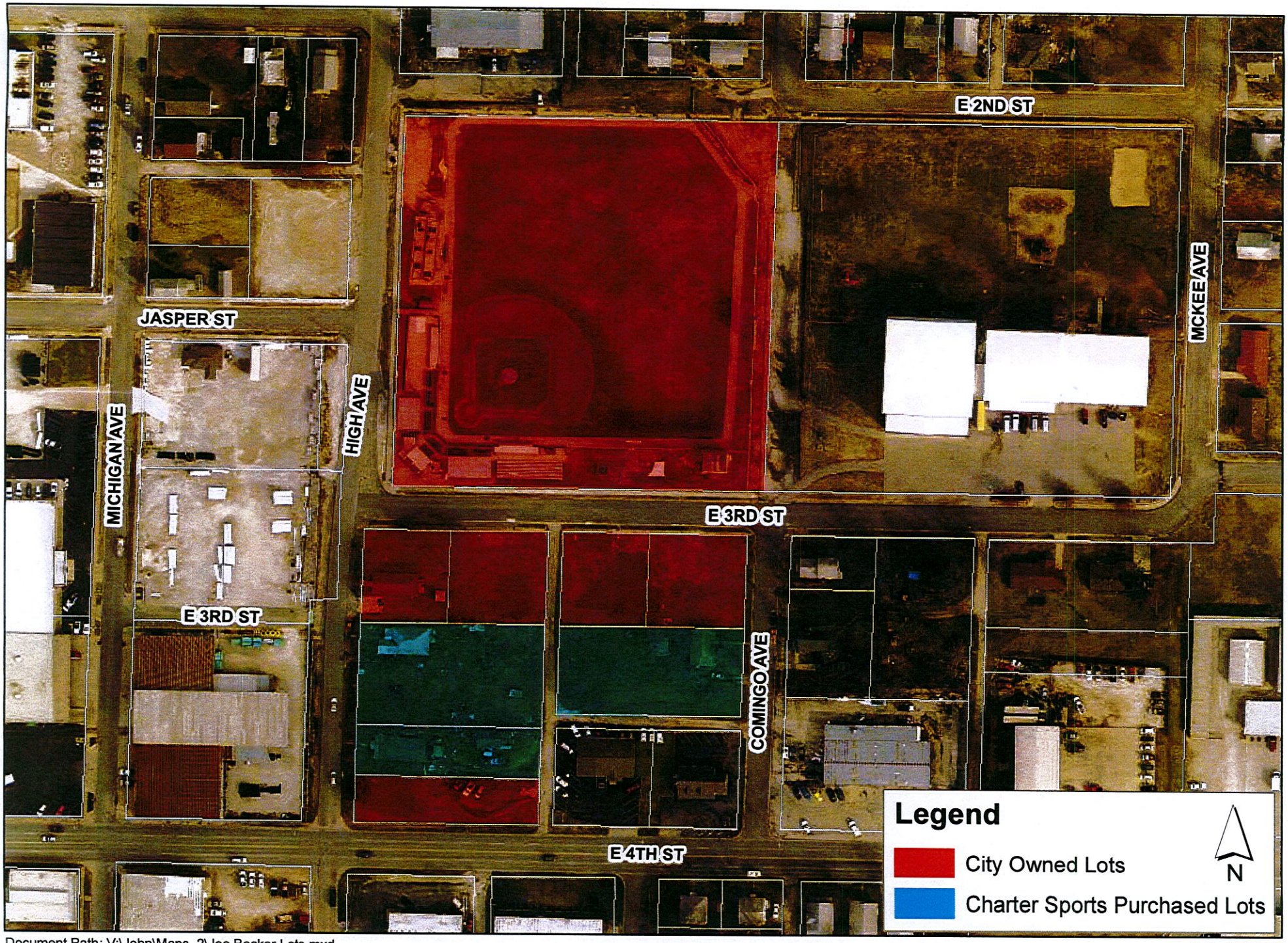
CHARTER SPORTS, LLC

By: _____
Gabriel Suarez,
Managing Principal

ATTEST:

_____
Secretary

"Charter"



Document Path: V:\John\Maps_2\Joe Becker Lots.mxd

Date: 8/13/2014

COUNCIL BILL NO. 2014-021 ORDINANCE NO.

AN ORDINANCE approving an Agreement for Construction of Improvements for Joe Becker Stadium and Nearby Areas, by and between the City of Joplin, Missouri, a Municipal corporation, and Charter Sports, LLC, dealing generally with parking improvements around Joe Becker Stadium; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

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

Section 1. That the Agreement for the acquisition of real estate and construction of improvements around Joe Becker Stadium, by and between the City of Joplin, Missouri, a Municipal corporation and Charter Sports, LLC, dealing generally with the acquisition of real estate, construction of parking improvements and the parties' rights for possible future redevelopment of retail uses, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires an entity to complete the purchase of real estate and for construction to commence on the real estate for public improvements. It is important that these events take place so that the construction can begin during prime construction season and so that the improvements can be completed by May of 2015 when minor league baseball is set to begin.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 18th, 2014
Council Bill No. 2014-161

Item: Consultant Agreement, 20th Street Overpass
Originating Department: Public Works – Engineering

Attachments: 1) Attachment A, Contract Amendment 1
2) Council Bill No. 2014-161

Engineering Department: Dave Hunt DH	Date: 8/7/14
Department Head: Nicholas A. Heatherly	Date: 8/5/14
City Attorney: Peter C. Edwards PE	Date: 8/12/14
Interim City Manager: Samuel L. Anselm	Date: 8/11/14
Finance Department: Leslie Haase LH	Date: 8-12-14

Recommended Action: Approval of a contract amendment with Transystems Corporation not to exceed the amount of $ 299,930.93 for professional design services and construction administration for the 20th Street Overpass.

Background: In the summer of 2012, the City of Joplin was the recipient of the TIGER 4 Grant. Specified projects were Schifferdecker widening, Maiden Lane widening, 26th Street Widening, 15th Street Overpass, 20th Street Overpass, and 20th Street Transit upgrades. In October 2012, Transystems Corporation was awarded a contract in the amount of $1,016,000 for design of 15th and 20th Street Overpass projects. In December of 2012 Joplin City council voted to remove the 15th Street overpass from the list of projects.

Discussion: City staff requested and received contract amendments from Transystems Corporation to remove the remaining 15th Street design from their contract and make adjustments regarding economy to scale. Additionally, city staff has requested an addition of project management to the existing contract with Transystem Corporation.

Recommendation: Consultant Agreement with Transystems Corporation not to exceed the amount of $299,930.93 for design and project management of the 20th Street Overpass. This is within industry standards.

CONTRACT AMENDMENT NO.1
TO
ENGINEERING SERVICES CONTRACT

This Contract Amendment is made part of an agreement dated October 2, 2012 between the City of Joplin and TranSytsems for design of the 15th Street and 20th Street Grade Seperation project TDG-3200 (718) Project 4. The purpose of this Contract Amendment is to remove a portion of the orignal contract (15th Street final design) and provide addition engineering and construction management services for the 20th Street Grade Seperation. Attachement A includes a detailed scope of services to be performed under this Contract Amendment. The contract amendment costs are summarized in the following:

Original Desgin Task	**$ 1,016,000.00**
Reductions to Design Task	**$ (267,680.16)**
Additions to Design Task	**$ 167,611.09**
Revised Design Task	**$ 915,930.93**
Addition of Const. Management	**$ 400,000.00**
Revised Contract Total	**$ 1,315,930.93**

Approved by the City of Joplin:

By_____
Printed Name_____
Title_____

Date_____

Approved by TranSystems Corporation:

By_____
Printed Name_____
Title_____

Date_____

ATTACHEMENT A
CONTRACT AMENDMENT NO.1

City of Joplin, Missouri
15th Street and 20th Street Grade Separation
PROJECT: TDG-3200 (718) Project 4

SCOPE OF SERVICES

A. DESIGN PHASE- The Engineer will provide the following services:

FINAL DESIGN

15th Street Project Modifications

A 'stop work' order was issued on the 15th Street portion of the project on January 4th, 2013. On this date, the surveying was nearly complete, and the geotechnical investigation was underway. A total amount of $238,179.84 in fee was expended by the stop work date, of which $103,448 was for surveying and geotechnical sub consultant services. Based on our original contact, $267,680.16 remains unused in the design portion of the 15th Street project.

20th Street Project Modifications

Following the cancellation of the 15th Street project, the Federal Highway Administration allowed the TIGER funds that were earmarked for 15th Street to be moved to other projects, which allowed funds for enhancements to be added to the 20th Street Bridge. These additional enhancements included lighting, architectural treatment of the MSE walls, railing enhancements, and sidewalks on both sides of the bridge. A summary of the additional services required to incorporate these enhancements to the 20th Street project follows, and is summarized in the accompanying documentations:

1. Bridge Aesthetics $36,660

   No bridge aesthetics were included in the original contract. These additional services include outlining options for adding architectural treatment to the MSE walls; discussion of landscaping options; outlining bridge rail options; as well as design of the selected aesthetics.

2. Bridge (Economy of Scale) $15,345

   The deletion of the 15th Street Bridge required that all detailing be accomplished on one bridge rather than split.

3. Additional Road Design $34,065

   The additional fee includes the development of additional alternatives and ultimate design for New Hampshire (north and south extension) and Illinois (south extension). The improvements along New Hampshire were originally anticipated to extend north and south through the intersection curb return. During the design phase, multiple alternates were reviewed along New Hampshire in anticipation of future development. Ultimately, New Hampshire was extended approximately 225 feet south to the Dillon's property entrance and approximately 300 feet north to 19th Street. The extension of Illinois 175 feet south of 20th Street is a new street which was not anticipated in the initial scope.

The design tasks include survey coordination, horizontal and vertical alignment modification, superelevation (pavement transitions), storm sewer additions and modifications, entrance alignments and profiles, curb return profiles, site modeling, ADA ramp design, Right-of-Way and easement modifications, pavement marking, signing and quantities. The plan production tasks include typical sections, plan and profile sheets, layout details, curb return details, driveway details, storm sewer profiles, ADA ramp layout details, pavement marking, signing and quantity sheet updates.

4. Signal Design $6,394

   This includes the development of a conceptual signal layout on New Hampshire so that conduits could be installed in the correct location.

5. Additional Road/Traffic Design at Indiana $19,988

   The additional fee includes the development of plans to upgrade the 20th Street and Indiana signalized intersection to fully address the ADA Accessibility Guidelines (ADAAG) and PROWAG requirements. This task includes ramp design in the NE/NW/SE/SW quadrants (separate directional ramps), extension of the 8' wide sidewalk on the south side of 20th Street between Indiana Ave. and Illinois Ave. (approximately 335') and sidewalk retaining wall in the NE quadrant (alignment, profile and specification). Signal modifications included the addition of Accessible Pedestrian Signals (APS) pushbuttons and separate pushbutton poles (where needed). This option impacts several pull boxes and will require the installation of new conduit to handle the additional wiring and/or adjusted pull boxes. This option will also require new pavement marking and additional ROW in the SE and NE quadrants.

   The design tasks include survey coordination, curb return profiles, site modeling, ADA ramp design, sidewalk retaining wall, Right-of-Way and easement modifications, signal design, pavement marking, signing and quantities. The plan production tasks include typical sections, plan and profile sheets, layout details, curb return details, sidewalk retaining wall plan/profile, median strip details, ADA ramp layout details, signal, pavement marking, signing and quantity sheet updates.

6. Public Meeting (Economy of Scale) $3120

   The deletion of the 15th Street project required that all labor required for the public meeting be accomplished on the 20th Street project.

7. Additional Council Meetings $788

8. Street Lighting $19,939

   No street lighting design and/or plan preparation was included in the original contract.

9. Additional Surveys and Legal Descriptions $14,903.59

   This includes survey and description work completed by TSE in addition to that defined by the contract.

10. Additional Test Pits for MSE Wall $7,500

This was additional geotechnical work that was completed based on what was discovered in the field during the geotechnical investigation.

11. Railroad Flagger and Safety Trainer $8,908.50

    The Flagger and Safety Training required by the KCS Railroad were not included in the original contract.

The above additional services for modification to the 20th Street project total $167,611.09.

Summary of Engineering Design Contract Fee Modifications

The cancellation of the 15th Street project resulted in a reduction in fees of $267,680. The resulting enhancement of the 20th Street project has added $167,611.09 in additional fees. The proposed contract amendment decreases the design fee by $100,069.07, from $1,1016,000 to $915,930.93.

B. Construction Related Engineering Services - The Engineer will provide the following services:

TASK 1000: CONSTRUCTION MANAGEMENT:

The following general scope of work is included in this agreement. However, this work will not be undertaken unless written authorization to provide Construction Management services is provided to TranSystems by the City of Joplin.

The scope of this work includes the project observation, construction administration, and documentation for the above referenced project. It is required that the material testers must be MoDOT certified to perform the specific applicable tests. It does not include plant inspection for asphalt or concrete production, does not include inspection of girder fabrication for bridge construction or precast plant inspection for drainage items.

The primary tasks may consist of the following items:

1001 Design Professional:
Road

- Attendance at pre-construction meeting
- Review roadway related shop drawings.
  - Storm Inlets
  - Storm Sewer Pipe Certification
  - Concrete Mix Designs
  - Asphalt Mix Designs
  - Pavement Marking Material Certification
  - Signing Material Certification

- Up to two (2) Site visits during construction
- Respond to Contractor's Request for Information (RFI's). Include responses to up to 20 RFI's
- Provide Record Drawings for the roadway plans

Bridge

- Attendance at pre-construction meeting
- Consultation during construction to respond to questions during construction. Effort not including site visits during construction or attendance at construction meetings.
- Shop Drawing Reviews. Assist the City in the approved of shop plans (will be provided in 11 x 17 or pdf format).
- Provide Record Drawings for the bridge plans

1002 Contract Administration:

- Pre-construction reviews of plans, quantities, and specifications
- Take responsible charge for the daily administration of the project.
- Daily construction administration and coordination with the Contractor, MoDOT, KCS, and affected business and property owners
- Serve as the main point of contact between the business/property owners/City/MoDOT/KCS. This will include processing complaints from business and property owners.
- Schedule and administer a weekly construction progress meeting. This will include the incorporation of necessary utility relocations. Take and distribute meeting minutes to the City and other attendees. It is anticipated that one meeting per week for the duration of the project will be needed. The construction schedule will be continually monitored, and when necessary, assist the contractor with schedule revisions to demonstrate a clear prosecution and progress toward meeting the contract completion date.
- TranSystems will assist in the preparation of monthly pay estimates. This includes meeting with the contractor and Engineering personnel monthly to review, prepare and submit intermediate monthly pay estimates.
- Keep, maintain and review certified payroll reports for prime and subcontractors on jobsite. Provide bi-weekly labor interviews on project required documentation.
- Keep and maintain project files of the contractor's certifications of materials incorporated into the project. City will approve all materials certifications prior to their incorporation into the project.
- Advise City Engineering personnel, and the contractor or its superintendent immediately of the commencement of any work requiring a shop drawing submission if the submission has not been accepted by the design professional.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with plans, specifications, and design concepts.
- TranSystems will assist City in the preparation of change orders. This includes reviewing the information, providing recommendations for approval or disapproval, distribution, processing and approval.
- Forward contractor requests for interpretation or clarification on the intent of the plans and/or specifications to MoDOT for their review and response. Coordinate with MoDOT, the communication of this response to the prime contractor.
- Review the final pay estimate and the final change order and submit to City.

1003 Daily construction inspection and documentation:

Be on-site when the contractor is working on contract items that require inspection as designated in the Contract Documents. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item, including (but not limited to) the following major tasks:

- Bridge Substructure Foundation
- Bridge Substructure Concrete Abutments, backwalls, columns
- Bridge Superstructure Girders and Deck
- Retaining Walls and Backfill
- Grading
- Pavement Base
- Concrete Paving
- Asphalt Paving
- Pavement Marking & Signing
- Final Grading
- Seeding

Items included in the tasks above are:

- Compile a daily diary that documents the contractor's construction activity, contractor's personnel and equipment utilized.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents through on-going observations.
- Provide field book documentation of contract pay items as they are incorporated into the project.
- Provide daily oversight of the project traffic control and detour signage. This task will also include reviews of nighttime traffic control set-ups and nighttime reviews (drive-through's) of major traffic control phase changes.
- Provide weekly oversight of the projects erosion control measures or after a ½ inch rain event on project required documentation.
- Provide transportation, equipment, tools and incidentals as necessary to perform construction site monitoring services.
- Completion of a punch list

1004 Post construction activities to determine that the project is completed and accepted by MoDOT:

- Attend one (1) final walk-through of each project. Compile notes and distribute the final punch list (including a list of corrections and exceptions) to the prime contractor and to MoDOT. Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- TranSystems will be available to assist the City with the preparation of the final TIGER Grant paper work.
- Attend one (1) final close out meeting.

Summary of Construction Related Engineering Services Contract Fee Modifications

The proposed contract amendment establishes the maximum fee for construction related services for the 20th Street Overpass to be $400,000.

COUNCIL BILL NO. 2014-161 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Amended Agreement with Transystems Corporation to provide professional design services for the 20th Street Overpass Project, not to exceed Two Hundred Ninety Nine Thousand Nine Hundred Thirty and 93 /100 Dollars ($299,930.93) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Amended Agreement between the City of Joplin and Transystems Corporation to provide professional design services for the 20th Street Overpass Project, not to exceed Two Hundred Ninety Nine Thousand Nine Hundred Thirty and 93 /100 Dollars ($299,930.93).

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

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

_____, 2014, by a _____ vote.

ATTEST:

_____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 18, 2014

Item: COUNCIL BILL NO. 2014-162
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 162
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 8/4/14
Planning and Community Development Manager: Troy Bolander TB Date: 8-8-14
Department Head: Nick Heatherly Date: 8/4/14
Finance Department: Leslie Haase LH Date: 8-12-14
Interim City Attorney: Peter C. Edwards PE Date: 8/12/14
Interim City Manager: Samuel L. Anselm Date: 8/11/14

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures and any remaining debris including foundation and footings located at 1123 Broadway.

Summary: The above listed address was "tagged" as a dangerous building on April 10, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 25, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on July 30, 2014. At that time bids were received as follows:

Big Johns	$ 3,900.00
Jordan Disposal	$ 2,457.00
B & D Yard builders	$ 3,792.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Jordan Disposal for the amount of $ 2,457.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2014 – 162 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1123 Broadway. in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Fifty Seven and 00/100 Dollar ($2,457.00); 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 Jordan Disposal in the amount of Two Thousand Four Hundred Fifty Seven 00/100 Dollars ($2,457.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1123 Broadway.

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 1123 Broadway. and legally described as:

ALL OF LOT NUMBEREDS 9 AND 10, BLOCK 6 IN EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2014, by a _____ vote.

_____ ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM: _____
Peter C. Edwards, City Attorney


Council Bill 2014-162
1123 Broadway







CLOSING DATE: 30-Jul-2014

DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM

BID OPENED BY: Bet Wilhite, Kim Newhouse

Demolition

LOCATION: 1123 E. Broadway St

COMPANY	BIDS
Jordan Disposal	$2,457.00
BJHE	$3,900.00
B & D Yardbuilders	$3,792.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 18, 2014
Council Bill No. 2014-163

Item: Construction Contract for Storm Water Improvements at C Street & porter Avenue, B Street & Harlem, B Street from Porter to Empire Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Map
3) Council Bill No. 2014-163

Engineering: Dan Johnson DJ Date 8-11-14
Department Head: Nicholas A. Heatherly NAH Date: 8/11/14
Finance Department: Leslie Haase LH Date: 8-12-14
City Attorney: Peter C. Edwards PE Date: 8/12/14
Interim City Manager: Sam L. Anselm SA Date: 8/12/14

Recommended Action: Approval of Construction Contract with Polston Construction Co., Inc. in the amount of $1,243,036.18 for Construction of Storm Water Improvements at C Street & Porter Avenue, B Street & Harlem, B Street from Porter to Empire Avenue.

Background: In 2001 Voters approved a Parks Stormwater Sales Tax to be collected from January 2002 to December 2012. Three of the stormwater improvement projects that were located in very close proximity were combined into one project by City staff. The projects were a box culvert replacement at C Street and Porter Avenue, a box culvert replacement at B Street and Harlem Avenue, and replacement of a culvert that runs down B Street from Porter Avenue to Empire Avenue. The City staff selected Allgeier Martin and Associates Engineers to design the project in 2009, but construction was put on hold due to concerns about possible soils contamination. In 2013 City staff used testing equipment to sample soils in the actual project area and found no unacceptable contaminants. The project was put back on schedule for construction and the funds being used are from the first Parks Stormwater Sales Tax collected.

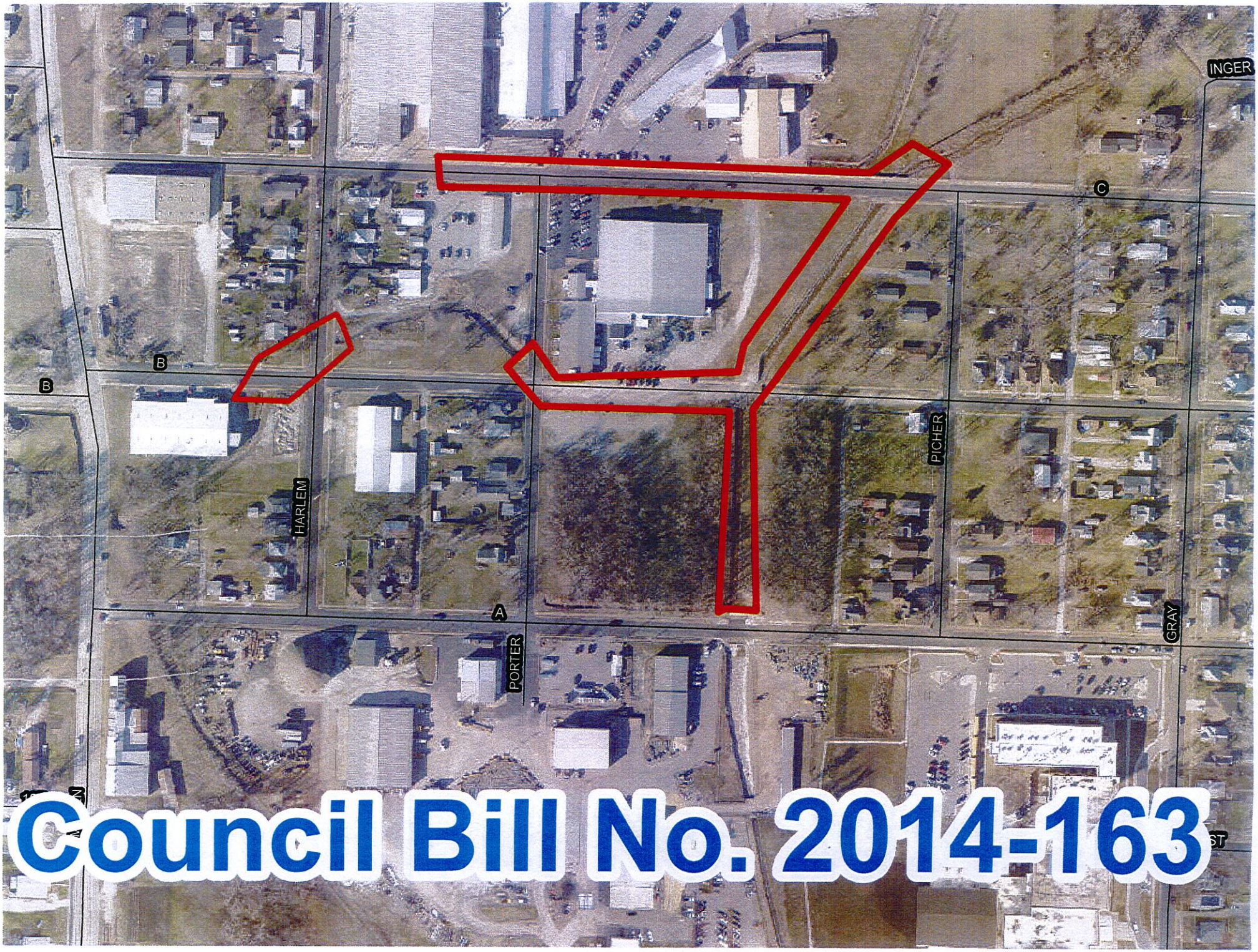
Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe for one day and on the city's website. Bids were opened on July 29, 2014 with 6 firms bidding and Polston Construction Co., Inc. provided the lowest bid. The low bid was within 10% of the Engineer's estimate.

Recommendation: Staff recommends approval of Construction Contract with Polston Construction Co., Inc. in the amount of $1,243,036.18 for Construction of Storm Water Improvements at C Street & porter Avenue, B Street & Harlem, B Street from Porter to Empire Avenue.

BID TABULATION

PROJECT: B& C Street Stormwater Improvements
DATE OF BID OPENING: July 29, 2014

CONTRACTOR	BID
Polston Construction	$1,243,036.18
D & E Plumbing	$1,374,559.00
Crossland Heavy Contractors	$1,390,042.00
Branco Enterprises Inc.	$1,417,324.00
Snyder Construction	$1,469,682.00
Sprouls Construction Inc.	$1,550,741.50


INGER
C
B
B
HARLEM
PICHER
A
PORTER
GRAY
Council Bill No. 2014-163

COUNCIL BILL NO. 2014-163 **ORDINANCE NO.**

AN ORDINANCE approving a contract with Polston Construction in the amount of One Million Two Hundred Forty Three Thousand Thirty Six and 18/100 Dollars ($1,243,036.18) for construction of B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Polston Construction in the amount One Million Two Hundred Forty Three Thousand Thirty Six and 18/100 Dollars ($1,243,036.18) for construction of B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Parks and Storm Water Sales Tax, Account Number 130-4555-530-8665.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2013-2014 budget.

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:

_____
Peter C. Edwards, City Attorney

Council Bill 2014-163

I hereby certify that a sufficient amount is available in the said Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-8665 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 18, 2014
Item: Council Bill No. 2014-409 authorizing and approving an Agreement between the City of Joplin and CarrBaierCrandal Development Group.

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Council Bill No. 2014- 409; Exhibit - Agreement

DEPARTMENT HEAD:	Nick Heatherly	Date: 8/11/14
PLANNING & CD DIRECTOR:	Troy Bolander T. B.	Date: 8-11-14
FINANCE DIRECTOR:	Leslie Haase	Date: 8-11-14
INTERIM CITY ATTORNEY:	Peter C. Edwards	Date: 8/11/14
INTERIM CITY MANAGER:	Sam Anselm	Date: 8/11/14

INTRODUCTION:

This Council Bill authorizes the City of Joplin to enter into Agreement with the CarrBaierCrandal Development Group for Project Development Manager Services, relating to the Library Complex at 20th & Connecticut.

DISCUSSION:

This Council Bill authorizes the City of Joplin to enter into an Agreement with the CarrBaierCrandal Development Group for Project Development Manager Services to advance the planning and coordination of the Economic Development Administration funded library complex at 20th & Connecticut.

The Project Development Manager will work closely with City and Library staff and leadership to assist in overseeing and developing the entire project, including such items as compiling a budget, developing a conceptual design, coordinate future RFP's and RFQ's for the project including architectural, engineering, and construction services, and will assist the City generally in coordinating construction and with various grant reporting and requirements.

RECOMMENDATION:

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

TR

COUNCIL BILL NO. 2014-409 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with CarrBaierCrandal Development Group for Project Development Manager Services to advance planning and coordination of the Economic Development Administration funded library complex at 20th & Connecticut, authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and CarrBaierCrandal Development Group dealing generally with advance planning and coordination of the Economic Development Administration funded library complex at 20th & Connecticut in the amount not to exceed Three Hundred Sixty-Nine Thousand, One Hundred Two Dollars ($369,102.00), attached hereto as Exhibit 1.

Section 2. That the Interim City Manager is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library Complex under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the planning and construction can begin so that the improvements can be completed in accordance with the EDA grant requirements.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT 1

PROFESSIONAL CONSTRUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation organized under the laws of the State of Missouri, hereinafter called the "City", and CarrBaierCrandall Real Estate Group, LLC ("CBC") hereinafter called "Consultant".

WITNESSETH THAT:

WHEREAS, the City is undertaking a project to construct a new Joplin Library Complex and as a part of that process, desires to hire a project manager to manage all aspects of the project;

WHEREAS, the City published a Request For Proposal, Number 2014-RFP-11 on May 4, 2014;

WHEREAS, the City reviewed the Proposal submitted by CBC and desires to hire CBC to perform the project manager services for the Joplin Library Complex Project (the "Project") as outlined in the RFP;

WHEREAS, CBC desires to perform the services of project manager for the Project in conformance with the covenants and conditions set forth in the RFP.

WHEREAS, the City has been awarded a $20,000,000 EDA grant from the United States Government which will be used to fund all costs associated with the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, City and CBC agree as follows:

1. Statement of Intent and Purpose. This Agreement sets forth the rights and duties of City and CBC with regard to the project manager services for the Joplin Library Complex Project. 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. Documents Made a Part of This Agreement. The parties adopt and incorporate RFP 2014-11 into this Agreement as Exhibit A as if fully set forth herein. The parties agree that all the terms, covenants and conditions of Consultant, pursuant to and as set forth in Exhibit A, are a part of this Agreement, except for Exhibit D contained in the RFP that sets forth an Example of Professional Services Agreement. It is the intent of the parties to adopt this Agreement in lieu of the Example Agreement contained in Exhibit D. The parties adopt and incorporate CBC's June 6, 2014-Revised Pricing Provision into this Agreement as Exhibit B as if fully set forth herein. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in this Agreement shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the

Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, this Agreement shall govern.

3. CBC's Duties and Obligations. CBC shall be responsible for providing due diligence and ensuring the construction specifications for the Project as set forth in Section 1.3, General Requirements, in Exhibit A. CBC shall also be responsible for the following requirements and activities:

a) Ensuring due diligence of all project elements and project scope of work is developed and completed.

b) Coordinating and preparing required RFPs and RFQs.

    1. Immediately begin work with City staff to compile a Request for Qualifications to bid for an Architectural and Engineering Firm with the following stipulations:

        i. Require a not-to-exceed cost cap.

        ii. Include construction inspection.

        iii. Include Professional Library Design Service expertise to work with library director, board, city staff, and citizens on what types of elements are proposed in the new facility.

    2. Work closely with City staff to compile a Request for Proposal to bid Construction.

        i. Require a not-to-exceed cost cap.

        ii. Include site infrastructure.

        iii. Include demolition.

c) Prepare and coordinate any additional RFPs and RFQs required for project completion.

    1. Compile a Request for Proposal for building infill, furniture, and fixtures.

d) Coordinate and schedule all contractors.

e) Hold weekly team meetings and provide a weekly activity report to City project staff and City and library leadership; community input meetings should be held in pre-planning activities.

f) During construction, cause the General Contractor to keep a daily project diary.

g) Work closely with City staff to ensure timely delivery of goods and services; review pay requests and verify quantities.

h) Track and review any change orders and other anticipated costs.

i) Assist the City in developing and meeting quarterly federal reporting requirements; adhering to federally required contract provisions.

j) Ensure projects adhere to all City policies and incorporate feasible redevelopment objectives adopted by the city council.

k) Provide a staff that is experienced in performing the work described in this Agreement.

l) Deliver in a timely manner all services specified in this Agreement.

m) Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

4. City's Duties and Obligations. The City shall:

a) Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant.

b) Ensure access to City facilities, personnel and information as requested by Consultant.

5. CBC's General Conditions.

a) The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

b) The Consultant shall prosecute the work in a diligent manner.

c) This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

d) The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

e) Possession of working papers, project reports, drawings, specifications and other materials produced in connection with this Agreement shall be retained by the City for

use only in the rehabilitation and preservation of those subject properties.

f) City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the Managing Principal of Consultant.

6. Termination. If, through any cause as determined by the City, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such intent to terminate and an opportunity to cure. Upon the notice of intent to terminate issued by the City, the Consultant shall have a period of ten (10) business days to cure any such violation; provided however that if the nature of such violation or failure is such that it cannot be reasonably cured within ten (10) business days, then the City may not terminate if Consultant shall commence to cure within such ten (10) business days and then diligently pursue such cure to completion. The City may, without cause, terminate this contract upon 30 day's prior written notice in which case the City agrees to fund to the Consultant a severance amount equal to one (1) months of fee. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed or which may be required to be completed. Notwithstanding the above, in the event of a termination for cause, the Consultant 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 Consultant.

7. Assignment. The Consultant 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 Consultant 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.

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

9. Modification of Contract. The Scope of Work to be done under the

Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

10. Appropriation of Funds. In the event that funds are not appropriated by the Council of the City of Joplin or EDA for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated

11. The Consultant agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Consultant's proposal. Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

12. General Independent Contractor Clause: This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor 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 Contributions 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. Certification of Non-Resident/Foreign Consultants. If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

A. 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 351.570 RSMo.

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

15. Nondiscrimination. The Consultant 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 Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R 60-741.5(a). This regulation prohibits discriminations against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

16. Consultant 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 Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. Consultant's Responsibility for Subcontractors. It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its employees and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors. Notwithstanding anything in this Agreement which is seemingly to the contrary, the parties understand and agree that Consultant is only a project manager and is not responsible or liable for the ultimate design or construction of the Project, which responsibility shall reside with the architects, engineers and contractors for the Project. Without limiting the generality of the foregoing, the City agrees that Consultant shall not be responsible for: (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with

the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, codes and ordinances; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant. Further, because Consultant has no control over the cost of labor, material or equipment furnished by others to Owner, or over the resources of others to meet the requirements of portions of the Project, Consultant does not warrant, nor does Consultant assume responsibility for, any such matters unless occasioned by Consultant's negligence in performing the Services. Consultant will monitor costs and notify owner of any identified deviations to approved budget and schedule.

18. Insurance. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. Upon notification from the Consultants insurance company, the Consultant shall provide thirty (30) days written notice to the City, that the Consultants insurance company intends to modify, cancel or not renew such insurance policy. Such notices shall be mailed, return receipt requested to:

City Attorney
City of Joplin
602 South Main
Joplin, MO 64801
"Library Complex Project Development Manager Services No. 2014-11".

copy: Tony Robyn
Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street
Joplin, MO 64801

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin, which will not be unreasonably withheld. Regardless of such approval, it shall be the responsibility of the Consultant to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents

The certificates of insurance, 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 Consultant. 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. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand Dollars ($500,000.00) 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. The Three Million Dollar Limit ($3,000,000) can be achieved by combination of Commercial General Liability & follow form Umbrella or Excess Liability Policy. Consultant 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 Consultant, its employees, officers or agents. Consultant 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 (applicable only if consultant owns vehicles), otherwise non-owned and hired vehicles insurance coverage is applicable, with limits of at least One Million Dollars ($1,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Notice. The Consultant shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract. Upon notification from the Consultants insurance company, the Consultant shall provide thirty (30) days written notice to the City, that the Consultants insurance company intends to modify, cancel or not renew such insurance.

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

19. Liability and Indemnity:

A. In no event shall the City be liable to the Consultant 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 Consultant under this contract.

B. The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor. Any liability for Consultant shall not exceed the greater of the Consultant's fee or insurance coverage.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this

agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. In the event of gross negligence or willful or wanton misconduct by the Consultant, the indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. In the event of any breach of this Agreement, Consultant shall have all rights and remedies available to it in law or equity and if Consultant shall prevail in any action or proceeding to enforce this Agreement, Consultant shall also be entitled to its reasonable attorneys fees and costs.

G. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. Payment. The total project budget for the Project has a range of $16,700,000.00 to $20,000,000.00. Consultant shall be paid an amount not less than $300,829.00, but in no event shall Consultant be paid an amount exceeding $369,102.00, unless agreed on by the parties in a signed written agreement. Consultant shall be paid in equal monthly increments consistent with the eighteen (18) month estimated master schedule in Exhibit B. It is the intent of the parties that the Consultant be paid consistent with the progress of the Project. Therefore, if there is a delay in the start of construction which delays the master schedule, payments and duties and obligations defined in Section 3 of this agreement, shall be delayed so that payment are not made in advance of progress that is made on the Project. In the event the master schedule is revised that results in a later or earlier completion date, the payment schedule shall be adjusted to be consistent with final payments being spread out so they are paid out over the length of the Project.

21. Conflict of Interest. 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 RSMo. Chapter 105 shall not be violated.

22. Entire Agreement. This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

23. Waiver. No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

24. 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 adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

25. Notices. All notices required or permitted hereunder and required to be writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated on Affidavit of compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel Anselm,
Interim City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim
City Attorney

"City"

Carr Baier Crandall Real Estate Group

By: _____
William F. Crandall,
Managing Principal

ATTEST:

_____
Secretary

"Consultant"

EXHIBIT A – RFP 2014-11 (excluding Exhibit D)

EXHIBIT B – Pricing Provisions

CBC understands that the total project funding is up to $20,000,000. We assume this includes all development costs including Land, Construction, Soft Costs, Fixt. Furn. & Equip., Financing and Contingency.

STAFFING AND DIRECT FEE:

CBC proposes the following individuals and percentage time commitment of the Key Management Staff assuming an approximate 18 month project duration.

Key Management Staff (% Commitment)	Low	High
William F. Crandall	10.00%	12.00%
Michelle Kaiser	26.00%	31.20%
Jason Glasrud	6.00%	7.20%
Support	4.00%	4.80%
Attributable Fee	**Low**	**High**
William F. Crandall	$ 90,629	$ 105,915
Michelle Kaiser	$ 142,695	$ 170,044
Jason Glasrud	$ 54,455	$ 63,895
Support	$ 13,050	$ 15,312
	$ 300,829	$ 355,166

Committed Staff	Hourly Rate	Pre-Construction Hours	Pre-Construction Cost	Construction Hours	Construction Cost	Total	Pct. Comt'd.
Bill Crandall	$ 275	246	$ 67,518	140	$ 38,397	$ 105,915	12.00%
Michelle Kaiser	$ 175	472	$ 82,582	500	$ 87,462	$ 170,044	31.20%
Jason Glasrud	$ 175	169	$ 29,660	196	$ 34,234	$ 63,895	7.20%
Administrative	$ 100	34	$ 3,403	119	$ 11,910	$ 15,312	4.80%
Total		921	$ 183,163	954	$ 172,003	$ 355,166	
			51.57%		48.43%	100.00%	

The minimum total Direct Fee is estimated to be $300,829. In no event shall Consultant's fee exceed $355,166.00. It is the intent of the parties that the Consultant be paid on a progressive schedule in relation to the completion progress of the Project. Phase One is designated as Pre-Construction and Phase II is designated as Construction. For each Phase, Consultant shall submit a monthly cost report that specifies the percentage (%) completion of the Project, and an itemized billing invoice that details the billable hours. Regarding the progressive payment schedule, and example is that if pre-construction is 50% complete, Consultant's billing at that time should not exceed 50% of the pre-construction estimated cost, or $91,581.50.

Primary roles and responsibilities for each of the Key Management Staff are as follows;

William F. Crandall

- Principal-in-Charge and primary point of contact to City.

- Provide strategic guidance to the City and entire team throughout the project.
- Establish initial development budget and schedule with input from City and other team members.
- Lead procurement of primary team members including architect and contractor.
- Participate in programming, design and pricing reviews.
- Assist Kaiser and Glasrud in overall project management.

Michelle Kaiser

- Project Manager responsible for day-to-day management of design and construction process.
- Prepare the RFP/Q's for design & construction services and assist in the interview process.
- Assist in the development of the project budget with specific focus on F.F. & E. and A/V systems.
- Maintain project cost report and reporting of same to City.

Jason Glasrud

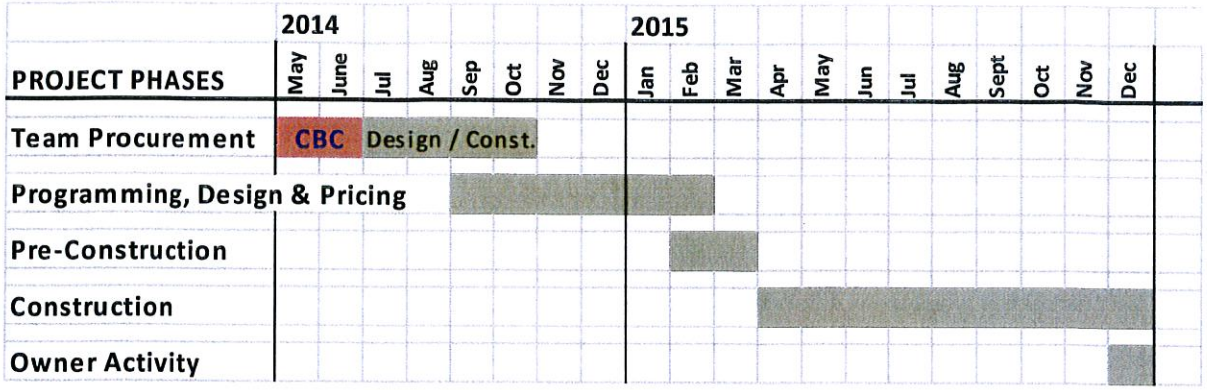
- During programming, provide guidance and support to City and design team members
- Assist in preparation of RFP/Q's for design & construction services.
- Provide support to Kaiser on management of design and construction.
- Participate in procurement of architect and contractor.
- Support Kaiser in project accounting and cost reporting

INDIRECT FEE:

For out of town projects, indirect expenses related to the delivery of our services typically are in the range of 3.00% to 5.00% of our total fee. Below, we estimate reimbursable expenses related to the delivery of our services at approximately $14,000.00. Of which, $4,300 will be expended during the Pre-Construction phase and the remaining $9,700 during the Construction phase. Understanding that our fee may vary with the total project costs, we agree to cap such reimbursable expenses at 4.00% of our fee or $14,000, whichever is less.

Reimbusable	Reimb	Pre-Construction		Construction		
Summary	Rate	Units	Cost	Units	Cost	Total
Mileage	$ 0.56	5,400	$ 3,024	10,200	$ 5,712	$ 8,736
Meals & Incidentals	$ 30.00	43	$ 1,290	57	$ 1,710	$ 3,000
Lodging	$ 100.00	-	$ -	22	$ 2,200	$ 2,200
Total		5,443	$ 4,314	10,279	$ 9,622	$ 13,936
			30.96%		69.04%	100.00%

EXHIBIT C – Schedule



CITY
OF
JOPLIN, MISSOURI

REQUEST FOR QUALIFICATIONS PACKAGE

2014-RFP-11

for

PROJECT DEVELOPMENT MANAGER
JOPLIN LIBRARY COMPLEX

Tony Robyn, Disaster Recovery Coordinator
602 S Main Street, Joplin, MO 64801
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Email: trobyn@joplinmo.org

REQUEST FOR PROPOSALS

The City of Joplin, Missouri will accept sealed proposals until 2:00 P. M., MONDAY, MAY 27, 2014 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801 for the following:

PROJECT DEVELOPMENT MANAGER
JOPLIN LIBRARY COMPLEX

Specifications and bid forms are available from Tony Robyn, Disaster Recovery Coordinator at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Sunday, May 04, 2014

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2014-RFP-11

PROJECT DEVELOPMENT MANAGER
JOPLIN LIBRARY COMPLEX

RFP Due Date: **2:00 P.M., May 27, 2014**

Location: City of Joplin
602 South Main, 3rd Floor
Joplin, MO 64801

Contact: Tony Robyn, Disaster Recovery Coordinator
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Email: trobyn@joplinmo.org

Proposals will be received by the Disaster Recovery Coordinator at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number **(2014-RFP-11)** and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above. A digital copy in Word or PDF format should be included on CD or flash drive.

Proposers are strongly encouraged to carefully read the entire Request for Proposal.

May 4, 2014
Issue Date

CITY OF JOPLIN, MISSOURI
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

C. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

D. Unless otherwise indicated prices quoted shall be firm for acceptance for one hundred twenty days from proposal opening and for the specified contract period.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the specified department and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

4. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. **AWARDS**

A. Unless otherwise stated in the Request For Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. However, such discounts are encouraged to motivate prompt payment.

B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all

proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. OPEN COMPETITION

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the specified department at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS OF PURCHASE

A.This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **INVOICES:** An original of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

C. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

D. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

E. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without the City's written consent or any attempted assignment without such consent shall be void.

F. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

G. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

H. **PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and be enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

I. **ASSIGNMENT:** The Contractor 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 Contractor 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.

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a project development manager for a new library complex to assist in overseeing and developing the entire project, including such items as compiling a budget, developing a conceptual design, coordinate future RFP and RFQ's for the project, coordinate construction, and assist with various grant requirements.

1.2 Background

Joplin's *Blueprint for the Future* and the Citizens Advisory Recovery Team *Implementation Next Steps* both identify opportunities to continue to develop, invigorate, and nurture the areas most devastated by the tornado, as well as create synergy among major anchor projects and other projects underway in the community. By design, the library, like many of the proposed redevelopment projects and programs have ripple effects beyond the tornado damage zone and are intended to reach a broad base of citizenry and their expressed needs and issues. Since the early stages of recovery, the city's objective and actions have been to stabilize and minimize population loss. In addition to the reconstruction and development underway across the city and disaster area, the importance of this project stems from the fact that it is part of a suite of priority reconstruction and recovery efforts, including critical infrastructure improvements and anchor developments intended to transform the face of Joplin into an interconnected, vibrant and growing city moving forward. These projects together provide a powerful catalytic effect within and adjacent to the tornado recovery zone and provide incentives and implications for associated ancillary development, while specifically addressing a multitude of community challenges and needs. The whole of these projects will benefit the Joplin community well into the future and represent an unprecedented, once in a life time opportunity.

In 2012, the City of Joplin was awarded a grant from the U.S. Economic Development Administration, EDA Award No.: 05-79-05345, to relocate and build a modern library facility in the heart of the disaster area, to, in part, help generate growth and economic resiliency in the wake of the 2011 tornado disaster. This project will be partially funded with Federal funds from the US Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

The City currently employs approximately 500 full-time employees. Our commitment to safety, our people, our work environment, and the reconstruction of the Joplin community, is principal. Our citizens are a vital ingredient in our success; they are in part what keep us informed and focused on maintaining and growing the community and stewarding its resources for the future.

1.3 General Requirements

The selected Project Development Manager Firm will be responsible for providing due diligence and ensuring the following construction specifications:

a) Construction of a modern public library facility of approximately 50,000 - 60,000 square feet (subject to final design) at 20th and Connecticut Streets in Joplin, Missouri, together with 150 surface parking spots, landscaping, streetscaping, pedestrian access improvements, and an intermodal trailhead/pocket-park interface.

Overall library structure will be a single-story with a primarily masonry exterior, and will be durable construction, steel-frame, with decorative elements incorporated into the masonry exterior. Building should be designed for a usable life of greater than forty years, and sufficient to provide shelter in the event of threatening weather conditions. Level of finish should be good quality, but not luxury; the intent is to contain costs to the extent reasonable, but still provide Joplin an innovative and modern civic asset that speaks to the strength and pride of the citizens and their efforts to rebuild the City effectively and efficiently.

Subject to final design, current estimates are that the library would allocate approximately 36,000 square feet for book stacks, patron seating, work areas, and circulation; 7,000 square feet of meeting and program rooms; 5,000 square feet for administrative functions; 12,000 square feet for rest rooms, support services (including climate-controlled space for computer network equipment), and storage. At least 3,000 square feet of designated space is needed for the Post Memorial Art Museum and Reference Library. A small café and/or coffee bar should be incorporated into space design and visible and accessible from street. Approximately 5,500 square feet will be dual-use, shared space for a storm shelter designed and constructed in accordance with *FEMA 361 Design and Construction Guidance for Community Shelters*. The professional library consultant will analyze space utilization and needs for various elements of library operations.

While not seeking Leadership in Energy and Environmental Design certification, the overall facility should incorporate Leadership in Energy and Environmental Design-type standards and include sustainable technologies and innovations related to climate control, energy and space efficiency, water efficiency, landscaping, daylighting, site

usability, and storm water management. Facility lighting and significant sound mitigation will vary to fit the needs of various proposed facility operations. Technological capacity will be designed to accommodate flexibility, growth and digital needs for both wired and wireless applications for library operations. Exterior glass will be designed to avoid UV impact on the print collection as well as heating/cooling problems and security issues. However, if feasible, the southern exposure will be utilized for passive solar heating in cooler months; this would also provide a more open, inviting frontage on the 20th Street side. Facility exterior glass should incorporate angling and/or anti-bird glazing to mitigate bird collisions.

Additional facility innovations and improvements should be explored and cost-projected:

1. "Maker-Spaces" – a media-type center where small business or general public can utilize digital equipment, like video, camera, 3-D printing, scanning, printing, and computers geared toward business and artist incubator needs
2. Business Center – Quality desk-top publishing, printing and copying center
3. Self-publishing Book Machine – Prints and binds an author's work
4. Electronic Device Charging Station – Multi-device capabilities
5. Automated Materials Handling – 7 to 9 bin automated book drop and retrieval system. Include a book drive-thru for drop offs.
6. Satellite Mini-Library – portable mini-library located in an identified area of the community
7. Digital book distribution system for E-readers
8. An outdoor amphitheater and pocket park that can be utilized by the general public and programmed for library patrons

b) Site design will include surface parking for visitors, estimated at 150 spaces; capacity will be determined by the final site plan and will include a networked cluster of at least

four Electric Vehicle Charging Station spaces with additional electrical conduit capacity allowing future expandability to ten spots. The charging station will be located near the electrical breaker panels and will also necessitate Wi-Fi, cellular coverage or a repeater.

The conceptual site design should incorporate landscape and streetscape elements which will tightly integrate—visually as well as in terms of pedestrian and traffic circulation—the facility with the proposed future adjacent mixed-use development to the east, as well as with 20th Street, Connecticut Avenue, and the surrounding residential neighborhoods. Considerable screening and berming should be incorporated providing residential privacy. The overall design concept is to create an anchor facility that is a landmark for the 20th and Connecticut intersection and serves as a modern key element of an integrated, family-friendly destination for adults, students and children, which integrate seamlessly with the surrounding neighborhoods to enhance the community's vitality and viability as a walkable community. Library and site streetscape, frontage, and pedestrian elements should conform to, and integrate with, overall 20th Street Corridor design elements in design, aesthetics, and functionability and conform to all City codes and regulations.

c) Infrastructure and Site Conditions and requirements are modest; the site is currently cleared of vegetation and buildings with the exception of an asphalt parking lot remaining from buildings destroyed by the tornado. The site is relatively level, with minimal excavation work required. Completed Phase I and II Environmental studies give no indication of undermining or mine tailings issues at or surrounding the site; however some lead soil remediation will take place during construction in accordance with Jasper County procedures. Existing streets (20th and Connecticut) are adequate to serve the site. Adequate utility infrastructure is already in place to the site. Innovative stormwater management, run-off quality, and quality Missouri native landscaping approaches are important and will be incorporated in the conceptual site plan; exterior lighting and signage will be modest in keeping with the City's corridor overlay design standards and will mitigate light pollution. North and South Public Trolley Stops on Connecticut will be incorporated. Based on adjacent neighborhood residents' recommendations of any final design, the design will incorporate significant landscaped berming and buffering to minimize any adverse noise or viewshed impacts for privacy. Include traffic lights at 18th and Connecticut and any other necessary traffic control provisions.

d) Site Plan Opportunity: See attached map of site. Also, to the east of the site is a proposed 130,000 square feet of future mixed-use retail/residential private development; library site designs should allow for interconnectivity with pedestrian access, parking and traffic flow. While not a part of the EDA-supported project, this private development is indicative of the economic development envisioned in the 20th and Connecticut area that will be catalyzed by the project and, in turn, will be an additional draw for traffic to the library. The site plan should at least include a pocket-park setting with intermodal trailhead features including benches, signage, lighting, art and water features, however, a small outdoor amphitheater should also be explored.

e) Feasibility: The site presents no major obstacles to the proposed construction. It is relatively level and devoid of any structures or significant vegetation as a result of the tornado damage, as it has been entirely cleared of previous structures (with the exception of four foundation slabs and an asphalt parking lot from buildings destroyed by the storm), trees and major vegetation. Adjacent streets are in place and all utilities are readily available.

1.4 Specific Requirements

The Project Development Manager will be responsible for the following activities:

1) Ensuring due diligence of all project elements and project scope of work is developed and completed

2) Coordinating and preparing required RFPs and RFQs

    a. Immediately begin work with City staff to compile a Request for Qualifications to bid for an Architectural and Engineering Firm with the following stipulations:

        i. Require a not-to-exceed cost cap

        ii. Include construction inspection

        iii. Include Professional Library Design Service expertise to work with library director, board, city staff, and citizens on what types of elements are proposed in the new facility

b. Work closely with City staff to compile a Request for Proposal to bid Construction

    i. Require a not-to-exceed cost cap

    ii. Include site infrastructure

    iii. Include demolition

3) Prepare and coordinate any additional RFPs and RFQs required for project completion.

    a. Compile a Request for Proposal for building infill, furniture, and fixtures

4) Coordinate and schedule all contractors

5) Hold weekly team meetings and provide a weekly activity report to City project staff and City and library leadership; community input meetings should be held in pre-planning activities

6) Keep a daily project diary

7) Work closely with City staff to ensure timely delivery of goods and services; review pay requests and verify quantities

8) Track and review any change orders

9) Assist the City in developing and meeting quarterly federal reporting requirements; adhering to federally required contract provisions

10) Ensure projects adhere to all City policies and incorporate feasible redevelopment objectives adopted by the city council

1.5 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Contractor will provide the Scope of Services required by this RFP and the not-to-exceed cost of providing those services. Price guarantees should be included if applicable. Contractors are encouraged to present in their Proposals any alternate

or creative means of providing any item specified in the Scope of Services. Proposal must include a not-to-exceed cost amount as required by federal procurement guidelines.

1.5.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.

B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.5.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.5.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.5.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of

the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Contractor considers pertinent to its qualifications for performing the work called for by the RFP; including, but not limited to work detailed in the Scope of Work. If your firm has an architectural and engineering firm on board it is understood that that firm will not automatically be selected during A/E procurement, but may be allowed to apply. The firm cannot participate in the project development manager RFP response.

1.5.5 References

Each Contractor must furnish a minimum of five (5) references. At least three (3) of the five (5) references should be from projects of similar size and complexity as the City of Joplin. Each reference must identify and describe the project worked on, and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.5.6 Disclosures

Disclose and detail whether your firm, staff, or proposed subcontractors have been involved in any predevelopment discussion, design, planning, cost-estimating, or related work of the city-retained master developer, to include brokerage relationships, commission arrangements, overrides or any other compensation arrangements. Disclosure of previous activity will not automatically disqualify your firm. Failure to disclose participation in predevelopment activities will disqualify the applicant.

1.5.7 Pending Claims

Each Contractor must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFP. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

1.5.8 Key Required Provisions

Pricing: The proposal should outline estimated costs for staff and percentage of time spent on deliverables. Project costs cannot be merely a stated percentage of overall projects costs, but must be itemized and detailed out to include a not-to-exceed amount per federal regulations.

2.0 FEDERAL GRANT REQUIREMENTS

Use of Federal Funds: All contracts, services, purchasing, and activities must conform to U.S. Department of Commerce - Economic Development Administration federal assistance and guidelines. Company shall comply with the following:

Access to and Retention of Records. The Owner, EDA, the Controller General of the United States, the inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Company (which are directly pertinent to this contract) for the purpose of making an audit, examination, excerpts, and transcriptions. The Company shall maintain all required records for at least three years after the Owner makes final payment and all pending matters are closed.

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 RFP Schedule

Activity	Date
RFP issued	May 4, 2014
Final questions due from potential vendors	May 16, 2014
City responses to questions and/or addenda issuance	May 23, 2014
Proposal Submission Deadline	May 27, 2014
Proposed Selection Date	June 13, 2014
Proposed Contract Discussions and Interviews Conclude	July 7, 2014

This timetable may be modified based on number of proposals received and extent of interview and discussion timeframes.

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP. Addenda or clarifications will be posted on the City of Joplin's website.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than May 16, 2014 via e-mail to trobyn@joplinmo.org, or in writing, to Tony Robyn, City of Joplin, 602 South Main, 3rd Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFP, the Contractor is requested to contact the City Attorney at the enclosed address.

The City may at its discretion dictate multiple phases and construction contracts for any project. Staying within the proposed project budget will be of primary concern to the City staff. Innovative solutions outside of the proposed project plan will be given serious consideration. The City reserves the right to award one or more projects to one or more firms.

3.2 Proposal Selection and Evaluation

3.2.1 Proposal Evaluation Process

Proposal evaluation methodology shall include two stages:

- Mandatory Criteria
- Rated Criteria

When disqualified for non-compliance with a mandatory requirement, or if a proposal fails to meet a minimum rated requirement score as identified in the evaluation criteria,

no further evaluation shall take place. Negotiation shall only be undertaken upon completion of the evaluation of mandatory and rated criteria.

Stage 1 Mandatory Criteria –

"MANDATORY CRITERIA"	SATISFIED (YES/NO)
Demonstrated experience providing services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	
Demonstrates direct industry experience and familiarity with modern library construction and operations	

The CITY may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

Stage 2 Rated Criteria – 100 possible points

"RATED CRITERIA"	MINIMUM RATED CRITERIA THRESHOLD (Minimum 3 out of 5)	WEIGHTING
Methodology – that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein	30 Maximum Points Possible	30%
Experience – previous experience performing related projects of complex nature	25 Maximum Points Possible	25%
References – will be based on references submitted as part of RFP, but can include clients not submitted	15 Maximum Points Possible	15%
Cost of proposal – must contain a cost as outlined in the RFP	20 Maximum Points Possible	20%
Has experience and knowledge of working with similarly sized communities and ability to comply with City of Joplin codes, policies and regulations.	5 Maximum Points Possible	5%
Staff – capability and availability	5 Maximum Points Possible	5%

of professional staff to serve the City of Joplin in a competent and timely manner		
TOTAL	100 Maximum Points Possible	100%

The CITY may discontinue the evaluation of, and reject, any Proposal that does not meet the Minimum Rated Criteria threshold.

3.3 Responsibility of Costs

The Contractor shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Contractor, the evaluation of Proposals, or the selection of any Contractor for further negotiations.

3.4 Contract Terms and Conditions

The City may condition award of the Contract on the Contractor's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Contractors may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Contractor object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Contractor to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Contractor objects to terms and conditions and if Contractor does object, the number and type of objections. In no event shall the City's selection of a Contractor for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

3.5 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. Affidavit of Compliance – Missouri Unauthorized Alien Workers Act
B. Affidavit of Compliance – Exception Statement
C. Statement of No Proposal
D. City of Joplin Professional Services Agreement
E. Library Site Map

4.0 FORMAT AND CONTENT OF PROPOSAL

4.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

4.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

4.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

4.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

4.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

4.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

4.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

4.8 Exceptions

If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.

4.9 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

4.10 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

4.11 Execution of Agreement

It is anticipated the City will make their selection of a firm on or around July 7, 2014. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates on July 17, 2014. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

5.1 Submission Format

1. Title Page: The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal.
2. Table of Contents.
3. Letter of Transmittal - Limit to one (1) or two (2) printed pages.
4. Requirements – as listed in Section 3.0 of the RFP.
5. Pricing

5.2 Forms and Attachments

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.
The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

EXHIBIT A

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

5.3 Proposals Due Date

Applicants must deliver their Proposals by hand, courier or mail. Applicants must ensure that their Proposals are delivered to City Hall, 3rd Floor, no later than 2:00 p.m. Central time (the "**Closing Time**") on May 27, 2014 (the "**Closing Date**"). The City will reject any Proposals received after the Closing Time. City will not accept faxed, e-mailed or oral Proposals or faxed, e-mailed or oral modifications to Proposals. Late received Responses will be returned to the Respondent unopened. Properly submitted Reponses and materials by the Respondents will not be returned.

ATTN:

City of Joplin

Tony Robyn, Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street, Joplin, MO 64801
"Library Complex Project Development Manager Services No 2014-11".

5.4 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

5.5 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

5.5.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

5.5.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

5.5.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

5.5.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.

5.5.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any

opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

5.5.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

5.6 Questions Regarding Specifications or Proposal Process

To ensure fair consideration for all proposers, the City prohibits communication to or with any city council member, department, board, or employee during the submission process, except as provided in paragraph below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

- Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City project contact in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers not later than five (5) days prior to the date set for receipt of proposals.

- It will be the responsibility of the proposer to contact the City project contact prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge amendment with the proposal.

Direct all inquiries or technical questions to City contact:

ATTN:
Tony Robyn, Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street, Joplin, MO 64801
Phone: 417-624-0820, x541; Fax: (417) 624-4620
Email: trobyn@joplinmo.org

Exhibit B.
AFFIDAVIT OF COMPLIANCE - EXCEPTION STATEMENT
RFP# 2014-RFP-11

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name _____

By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

_____

_____

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder accepts receipt of the following amendment(s):

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email _____

FEID No._____

EXHIBIT C
CITY OF JOPLIN - STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL # 2014-RFP-11

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF PROPOSALS TO: ATTN: CITY OF JOPLIN, TONY ROBYN, 602 SOUTH MAIN, JOPLIN, MO 64801 OR FAX 417 624-4620.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFP NO. 2014-RFP-11** FOR **DESCRIPTION** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE CITY OF JOPLIN FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

"NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT D

Example Professional Services Agreement

CONTRACT NO._____

ADDRESS & PHONE OF CITY	NAME, ADDRESS & PHONE OF CONTRACTOR
Office of Disaster Recovery	_____
602 South Main	_____
Joplin, MO	_____
417-624-0820 x541	_____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and _____ hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request For Proposal 2014-RFP-11 which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated May 16, 2014 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant'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.

7. Termination: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant 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 Consultant.

8. Assignment: The Consultant 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 Consultant 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. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. Modification of Contract: The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. Contract Documents: The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. Appropriation of Funds: In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Consultant agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Consultant's proposal. Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution

shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. General Independent Contractor Clause: This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor 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 Contributions 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. Certification of Non-Resident/Foreign Consultants: If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

A. 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 351.570 RSMo.

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

17. Nondiscrimination: The Consultant 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 Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R 60-741.5(a). This regulation prohibits discriminations against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. Consultant 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 Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

19. Consultant's Responsibility for Subcontractors: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney
City of Joplin
602 South Main
Joplin, MO 64801
"Library Complex Project Development Manager Services No. 2014-11".

copy: Tony Robyn
Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street
Joplin, MO 64801

21. Liability and Indemnity:

A. In no event shall the City be liable to the Contractor 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.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

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

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. Conflict of Interest: 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 RSMo. Chapter 105 shall not be violated.

23. Entire Agreement: This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

24. Waiver: No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

25. 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 adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

26. Notices: All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, Interim City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EXHIBIT E
Library Site



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ORDINANCES

FIRST READING

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 18, 2014
ITEM: Council Bill No. 2014-022 (Re-adoption of Code of Ethics Ordinance)

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2014-022.

DEPARTMENT HEAD:	Peter C. Edwards PE	**DATE:** 8/4/14
INTERIM CITY MANAGER:	Sam Anselm SE	**DATE:** 8/1.1/14
CITY CLERK:	Barbara L. Hogelin BLH	**DATE:** 8-5-14
FINANCE DEPARTMENT:	Leslie Haase LH	**DATE:** 8-4-14

INTRODUCTION:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

DISCUSSION:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2014.

RECOMMENDATION:

Staff recommends this Council Bill be passed on First Reading.

PCE:ab
attachment

COUNCIL BILL NO. 2014-022 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2013), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2013), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2013); and

WHEREAS, on the 3rd day of September, 2013, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2014.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

(a) Ten percent (10%) or more of any business entity; or

(b) An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

(c) The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

(a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

(b) The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business

entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

(a) The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

(b) The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

(c) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following

times, but no person is required to file more than one financial interest statement in any calendar year:

(a) Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

(b) Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in Section (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NEW BUSINESS