INFORMAL AGENDA

October 1, 2012

5:15 p.m.

1. Discussion of Sewer/Trash billing.
2. Boards & Commissions – Appointments/Reappointments
3. Any other business

CITY OF JOPLIN, MISSOURI
SEWER AND TRASH BILLING

The conversion to begin the sewer and trash billing is under way. The next step is to establish new billing agreements with the trash company, as well as the other entities that utilize our sewer billing service. Therefore, new contracts may need to be drawn up with Allied Waste, Duenweg, Mobile Home Parks, Twin Hills, Loma Linda, Silver Creek, and Duquesne.

Trash Billing Service:

• Current trash pickup cost	$10.78 per month	(passed through to Allied Waste)
• MO-Am billing cost	$.40 per month	(retained by Mo-Am Water Co.)
• City Administration fee	$.15 per month	(retained by City of Joplin)
• Total Bill to Customer	$11.33 per month	

Sewer Billing Service:

• Sewer service cost	Varies	(retained by City of Joplin)
• MO-Am billing	$.68 per month	(paid by City of Joplin to Mo-Am Water Co.)

The in-house billing cost estimate provided to Council previously projected a cost of .76 cents per bill. Since, this estimated cost includes both trash and sewer billing; it is recommended the cost of the additional employee to process the billing be split 50/50 between sewer billing and trash billing.

In order to take a business-like approach in recovering our costs, it is recommended the City retain the .55 cents per bill to cover the cost of the trash billing service, which will leave the customer's monthly trash bill exactly the same amount. Also, it is recommended the fee to the other entities utilizing our sewer billing service be .68 cents per bill, with provisions for annual increases. This recommendation appropriately recovers the City's projected cost of the billing service and properly charges the two separate accounting funds.

If this recommendation is approved, Council will see new billing agreements either at the next October council meeting or the first meeting in November.

COUNCIL AGENDA

October 1, 2012

6:00 P.M., Council Chambers

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

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**
   Public Hearing Procedures
   1.RESOLUTION NO. 2012-023 - A RESOLUTION granting a Special Use Permit (First Request) to Empire District Electric Company for an electrical substation located northwest of Hidden Hills Subdivision, in the City of Joplin, Newton County, Missouri. (Requested by Empire District Electric Company. Planning and Zoning recommended denial).

   2.COUNCIL BILL NO. 2012-308 - 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-3 property as described below and located at the southwest corner of Hill Street and McKee Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Gary and Wendy Johnson. Planning and Zoning recommended approval).

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.

3.COUNCIL BILL NO. 2012-309 - AN ORDINANCE providing for the vacation of the eastern one-half of a utility easement located at 2702 South Washington Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by Tom Apple. Planning and Zoning recommended approval).

4. COUNCIL BILL NO. 2012-310 - 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 District C-1-PD and including in District C-3-PD property as described below and located on the south side of 30th Street between Connecticut and Delaware Avenues in the City of Joplin, Jasper County, Missouri. (Requested by Charles F. Kuehn III. Planning and Zoning recommended approval).

5. COUNCIL BILL NO. 2012-311 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located near Luke Street and Sabra Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Mayberry Rentals. Planning and Zoning recommended approval).

6. COUNCIL BILL NO. 2012-312 - AN ORDINANCE providing for the vacation of a public alley running north and south between 25th Street and 26th Street and west of Pearl Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Empire District Electric Company. Planning and Zoning recommended approval).

7. COUNCIL BILL NO. 2012-313 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and John Duffy Drive, in Jasper County, Missouri. (Requested by Preferred Family Healthcare. Planning and Zoning recommended approval).

8. COUNCIL BILL NO. 2012-314 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and Central City Road, in Jasper County and Newton County, Missouri. (Requested by James Pinjuv. Planning and Zoning requested approval).

9. COUNCIL BILL NO. 2012-315 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and John Duffy Drive, in Jasper County and Newton County, Missouri. (Requested by DCB Real Estate Partnership, LP). Planning and Zoning recommended approval).

10. RESOLUTION NO. 2012-024 - A RESOLUTION granting a Special Use Permit (First Request) to Charlie Kuehn for a parking lot located at 2916 East 16th Street, in the City of Joplin, Jasper County, Missouri. (Requested by Charles Kuehn. Planning and Zoning recommended tabling this case).

8. Consent Agenda

1. Minutes of the September 24, 2012 Council Meeting

9. Resolutions

10. Ordinances – Emergency

1.COUNCIL BILL NO. 2012-016 - AN ORDINANCE authorizing and approving the settlement of a subrogation claim for reimbursement of property damages asserted by Geico Indemnity Company on behalf of its insured, Mark Graham, against the City of Joplin, said payment being in settlement of all claims arising out of a vehicular accident that occurred on or about June 1, 2012; authorizing the Director of Finance to pay out the total sum of Five Thousand, Three Hundred Forty-Five Dollars, Fifty Cents ($5,345.50) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

2.COUNCIL BILL NO. 2012-017 - AN ORDINANCE authorizing and approving the settlement of a subrogation claim for reimbursement of property damages asserted by ANPAC (American National Property And Casualty Companies) on behalf of its insured, Lisa Cleaveland, against the City of Joplin, said payment being in settlement of all claims arising out of a vehicular accident that occurred on or about April 16, 2012; authorizing the Director of Finance to pay out the total sum of Nine Thousand, Two Hundred Eighty Dollars ($9,280.00) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

3.COUNCIL BILL NO. 2012- 163 - AN ORDINANCE approving the contract with RE Smith Construction in the amount of Five Million Two Hundred Twenty Seven Thousand and no/100 Dollars ($5,227,000.00) for the Schifferdecker Aquatic Center project, providing how the cost shall be made and levied; and containing an emergency clause.

4.COUNCIL BILL NO. 2012- 165 - AN ORDINANCE approving a contract with Snyder Construction Inc. in the amount of Eight Hundred Twenty Seven Thousand Four Hundred Ninety Nine and 61/100 Dollars ($827,499.61) for the Broadway Widening St. Louis to Florida project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

5.COUNCIL BILL NO. 2012- 166 - AN ORDINANCE approving the contract with Rosetta Construction in the amount of One Million Five Hundred Seventy Seven Thousand Three Hundred Fifty Five and no/100 Dollars ($1,577,355.00) for the Joplin Creek Wastewater Collection System Improvements Phase 1 providing how the cost shall be made and levied; and containing an emergency clause.

6. COUNCIL BILL NO. 2012-167 – AN ORDINANCE approving the City of Joplin to enter into an Agreement with Transystems Corporation to provide professional design services for the Bridges over 20th and 15th Street project, not to exceed One Million Sixteen Thousand No/100 Dollars ($1,016,000,00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

7. COUNCIL BILL NO. 2012-618- AN ORDINANCE authorizing the allocation of all funds from the Community Foundation of the Ozarks Rebuild Joplin Parks Fund to rebuild and make improvements at City of Joplin Parks; and containing an emergency clause.

8. COUNCIL BILL NO. 2012-626 - AN ORDINANCE amending the City of Joplin Employee Manual, Policy Section 3, Recruitment and Hiring, Section 4, Classification and Pay, Section 5, Change in Employment Status, and Section 6, Pay and Related Procedures and containing an emergency clause.

9. COUNCIL BILL NO. 20120 627 - AN ORDINANCE adopting a new performance and competency-based pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2012-2013; establishing the pay rates for Part-Time and Seasonal Positions; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Vote to go into closed session, which shall pertain to the firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information, more specifically for the purpose of evaluating certain Council employees and leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public within seventy-two hours after execution of the lease, purchase or sale of the real estate as set forth in Section 610.021(2) (3) RSMo, as amended, 2011. 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 4:30 p.m. on this the 27th day of September, 2012. (RSMo 610.020)

INFORMAL NOTES

Sept. 24, 2012

Discussion to hold "Scare Faire" at Dover Hill during the month of October.	Council consented for the use of Dover Hill to be used as Scare "Faire" during the month of October for family friendly entertainment.
Discussion of Consent to Collateral Assignment – Wallace Bajjali.	City Attorney, Brian Head asked Council's consent for the collateral assignment with the Master Predevelopment Agreement and land banking agreement. Council agreed 9-0.
Discussion of housing needs.	Troy Bolander, Community Development Director, discussed housing needs and asked Council for a seven month extension for the Fema contract. Council consented.
Discussion of City surplus property for annual auction	Tim Nyander, discussed the City's upcoming auction

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES September 24, 2012

CALL TO ORDER

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

ROLL CALL – All were present

INVOCATION - read by City Clerk, Barbara Hogelin

FLAG SALUTE – led by Mr. Woolston

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA - Mr. Scearce asked that Council Bill No. 2012-304 be removed from the consent agenda and placed on Second Reading. There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the August 20, 2012 Council Meeting

COUNCIL BILL NO. 2012-305 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and including in District C-1 property as described below and located at 3010 Connecticut Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-146

AMENDED COUNCIL BILL NO. 2012-307 - 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 C-1 PD property as described below and located at 5227 Hearnes Boulevard and adjacent properties in the City of Joplin, Newton County, Missouri. Ordinance No. 2012-147

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Golden introduced Council Bill No. 2012-106. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2012-106. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-148

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2012, through October 31, 2013, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-154 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-154. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Abstention: 1, Raney

The Council Bill was declared Adopted and entitled Ordinance No. 2012-149

AN ORDINANCE approving the agreement between the City of Joplin and Sage Valuations in the amount of Twenty-Three Thousand Two Hundred Fifty and No/100 Dollars ($23,250.00) for appraisal services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-155 - Motion by Mr. Shaw, Second by Mr. Scearce to Adopt Council Bill No. 2012-155. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-150

AN ORDINANCE approving an agreement between the City of Joplin and LSA Appraisal Services in the amount of Sixteen Thousand Eight Hundred and No/100 Dollars ($16,800) for review appraisal services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-156 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-156. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Abstention: 1, Raney

The Council Bill was declared Adopted and entitled Ordinance No. 2012-151

AN ORDINANCE approving an agreement between the City of Joplin and Sage Valuations in the amount of Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00) for appraisal services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2012-157 - Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No.2012-157. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-152

AN ORDINANCE approving an agreement between the City of Joplin and LSA Appraisal Services in the amount of Ten Thousand and No/100 Dollars ($10,000) for review appraisal services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-158 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-158. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-153

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 2304 Iron Gates in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred and 00/100 Dollar ($ 2,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-159 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No. 2012-159. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-154

AN ORDINANCE approving the purchase of right of way at 1617 W. 10th Street, consisting of Part of Misc. Tract Ten in Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Hundred Thirty-Five and 00/100 dollars ($535.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-161 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-161. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-155

AN ORDINANCE approving an agreement between the City of Joplin and Sprenkle and Associates, Inc., in the amount not to exceed Forty Thousand Nine Hundred Ninety and No/100 Dollars ($40,990.00) for right of way negotiation services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2012-162 - Motion by Dr. Rosenberg, Second by Mr. Scearce to Adopt Council Bill No. 2012-162. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-156

AN ORDINANCE approving an agreement between the City of Joplin and Sprenkle and Associates, Inc., in the amount not to exceed Twenty Two Thousand Three Hundred and No/100 Dollars ($22,300.00) for right of way services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2012-164 - Motion by Dr. Rosenberg, Second by Mr. Shaw to Adopt Council Bill No. 2012-164. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-157

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Big John's Heavy Equipment to provide professional services for Asbestos Contaminated Structural Demolition and Debris Removal in the amount of Ninety Four Thousand Eight Hundred and No/100 Dollars ($94,800.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-453 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-453. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-158

AN ORDINANCE approving a contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing August 10, 2012 and running through June 30, 2013, for the amount of Thirty Nine Thousand, One Hundred Ninety-Eight Dollars and no cents ($39,198.00), to enable the Health Department to provide Regional Public Health Emergency Planning and Preparation services; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and further authorizing the City Manager to execute an agreement by and between the City and Jasper County, Missouri to conduct such activities; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-511 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No. 2012-511. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-159

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, as requested by the Internal Revenue Service for issuance of a favorable determination letter regarding the tax qualified status of the Plan; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-622 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-622. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-160

AN ORDINANCE authorizing and approving the City to purchase a Heavy Rescue Apparatus from Pierce Manufacturing, Inc., for the amount of Two Hundred Ninety Six Thousand, Sixty-Three Dollars, Zero Cents ($296,063.00); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-623 - Motion by Mr. Seibert, Second by Mr. Shaw to Adopt Council Bill No. 2012-623. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-161

AN ORDINANCE approving a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Paragon architecture and CR Architecture and design, for the architectural and engineering services for the construction of a Fire Station on real estate located generally at West 13th street and Schifferdecker Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-624 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-624. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-162

AN ORDINANCE approving a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Sapp Design Associates Architects, for the architectural and engineering services for the construction of a Fire Station at 3400 S. Hearnes Blvd. on real estate located generally at 3400 S. Hearnes Boulevard; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2012-625 - Motion by Dr. Rosenberg, Second by Mr. Golden to Adopt Council Bill No. 2012-625. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-163

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing revised job classification titles and updating position descriptions and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

Mr. Scearce introduced Council Bill No. 2012-304 - Motion by Mr. Scearce, Second by Mr. Golden to Amend Council Bill No. 2012-304 to C3-PD. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Mr. Scearce, Second by Mr. Golden that Amended Council Bill No. 2012-304 be Passed on Second Reading and Advanced to Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-164

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-3 and including in District C-3 property as described below and located on the south side of Highway 171 and Dennis Weaver Drive in the City of Joplin, Jasper County, Missouri.

UNFINISHED BUSINESS

NEW BUSINESS

Declare excess surplus property for the annual auction. Motion by Mr. Golden, Second by Mr. Shaw to declare the excess property of the city of Joplin to be sold at the city auction. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Mayor Colbert-Kean congratulated Ms. Raney on her recent marriage.

There being no further business to come before the Council, the meeting was adjourned at 6:38p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-308
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 9/21/2012
City Attorney: Brian Head BH Date:
City Manager: R. Mark Rohr RMR Date: 9-25-12
Board or Commission: Planning and Zoning Commission MW Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 085-12: Southwest corner of Hill Street and McKee Avenue – A request to rezone from District R-1 (Single-family Residential) to District R-3 (Apartment House District) for future multi-family development – Gary and Wendy Johnson.

STAFF SUMMARY:
The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-1 to R-3 for multi-family development in the future. Staff believes that this is a reasonable request considering the property's location near two arterials (Broadway Street and St. Louis Avenue). The property to the south is zoned C-3 for retail/commercial and is located adjacent to a trolley stop for the Sunshine Lamp Trolley.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Gary Johnson appeared to request the rezoning of the property at the southwest corner of Hill Street and McKee Avenue from District R-1 to District R-3.

Mr. Eastman asked Mr. Johnson how many units are proposed, and he replied that he will not be developing the property. He would like to market the property with R-3 zoning.

PUBLIC COMMENT:
None.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 085-12:

Petition the Council to rezone from District R-1 (Single-family Residential) to District R-3 (Apartment District) for future multi-family development.

APPLICANT:

Gary and Wendy Johnson

LOCATION:

Southwest corner of Hill Street and McKee Avenue

PRESENT ZONING:

R-1 (Single-family District)

REQUESTED ZONING:

R-3 (Apartment House District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 200' x 100' (20,000 square feet, .46 acres)

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Single-family Residential	R-1
SOUTH	Vacant	C-3
EAST	Single-family Residential	R-1
WEST	Single-Family Residential	R-1 & R-2

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Hill Street
McKee Avenue

CLASSIFICATION OF STREET(S)

Hill Street – Local
McKee Avenue – Local

RIGHT-OF-WAY WIDTH

Hill Street – 60'
McKee Avenue – 50'

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

N/A

UTILITIES:

The property has utility connections.

CONSISTENT WITH FUTURE LAND USE MAP?

Yes. The Future Land Use Map recommends medium-density residential for this property. The property to the south fronting Broadway Street is recommended for future retail/commercial development. Surrounding residential areas are recommended for medium-density residential, although many lots contain single-family residences. Therefore, there will not be a significant increase in density in the neighborhood.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suited for multi-family development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-1 to R-3 for multi-family development in the future. Staff believes that this is a reasonable request considering the property's location near two arterials (Broadway Street and St. Louis Avenue). The property to the south is zoned C-3 for retail/commercial and is located adjacent to a trolley stop for the Sunshine Lamp Trolley.

Staff recommends approval.

RECEIVED
7-17-12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 085-12
Filing Fee: $350.00
Date Advertised: 8-26-12
Date Notices Sent 8-29-12
Public Hearing Date: ~~9-10-12~~ 9-10-12

APPLICANT: GARY & WENDY JOHNSON PHONE: (417) 437-2416 / 781-6582
ADDRESS: 2025 W. FOUNTAIN RD, WEBB CITY ZIP: 64870
OWNER: SAME PHONE: 437-7911
ADDRESS: ZIP:
LOCATION OF PROPERTY: 1525 BROADWAY, JOPLIN MO 64801
LEGAL DESCRIPTION:
ALL OF LOTS NUMBERED TWO, THREE, FOUR & FIVE. IN BLOCK 30, IN THE FIRST ADDITION TO EAST JOPLIN CITY.
Present Zoning R-1 Requested Zoning: R-3 Acreage: 0.83.
Present Use of Property: LAND ONLY (VACANT)

→ SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single-family, vacant	R-1
South	vacant	C-3
East	Single family	R-1
West	Single-family	R-1, R-2

CHARACTER OF THE NEIGHBORHOOD: RESIDENTIAL & COMMERCIAL.

→ RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Hill, McKee
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: 60' & 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Gary A Johnson Wendy Johnson DATE: 7-17-12
BY: GARY A. JOHNSON / WENDY JOHNSON
TITLE: OWNERS

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



Case 085-12: A request to rezone from District R-1 (Single-family Residential) to District R- (Apartment House District) located at the southwest corner of Hill and McKee for future multi-family development . - Gary and Wendy Johnson

N

Case 085-12: Southwest corner of Hill Street and McKee Avenue – A request to rezone from District R-1 (Single-family Residential) to District R-3 (Apartment House District) for future multi-family development – Gary and Wendy Johnson.

Mr. Harrington opened the public hearing for Case 085-12.

Mr. Gary Johnson, 1522 Broadway, Joplin, appeared to request the rezoning of the property at the southwest corner of Hill Street and McKee Avenue from District R-1 to District R-3.

Mr. Eastman asked Mr. Johnson how many units are proposed, and he replied that he will not be developing the property. He would like to market the property with R-3 zoning.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 085-12.

MR. SMITH MOVED, SECONDED BY MR. DUNCAN, THAT CASE 085-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 085-12
Gary and Wendy Johnson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-308 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1and including in District R-3 property as described below and located at the southwest corner of Hill Street and McKee 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. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District R-3:

All of lots numbered Four (4) and Five (5) in Block 30, in the First Addition to East Joplin City, now in the City of Joplin, Jasper County, Missouri, According to the Recorded Plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-309
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 9/21/2012
City Attorney: Brian Head — Date: 9-25-12
City Manager: R. Mark Rohr — Date: 9-25-12
Board or Commission: Planning and Zoning Commission — Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 086-12: 2702 South Washington Avenue– A request to vacate the eastern one-half of a utility easement – Tom Apple.

STAFF SUMMARY:
All utility companies have verified that there are no utilities within the proposed vacation. Staff believes the vacation will not cause the public to suffer a loss or inconvenience.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Tom Apple appeared to request vacation of the eastern one-half of the utility easement. The full 20-foot easement was formerly on his property, and his adjoining neighbor has agreed to accept 10 feet of the easement to allow him room for expansion so the easement isn't all on his property. The utility companies have all agreed to the vacation of the easement, with the City staff having received confirmation from all the utilities stating no problems with the vacation.

PUBLIC COMMENT:
None.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 086-12:

Petition the Council to vacate the eastern one-half of a public utility easement at 2702 S. Washington Street.

APPLICANT:

Tom Apple

LOCATION:

2702 S. Washington Street

TYPE OF EASEMENT(S):

Utility

SIZE OF EASEMENT(S):

Approximately 10 feet by 75 feet.

REASON FOR VACATION:

Construction of a detached garage

ARE UTILITES CURRENTLY LOCATED IN THE EASEMENT?:

There are no utilities currently located within the easement.

HAVE UTILITITY COMPANIES WITH RIGHTS TO THE EASEMENT CONSENTED TO THE PROPOSED VACATION?:

All utility companies have verified that there are no utilities within the proposed vacation.

STAFF ANALYSIS:

WILL PRIVATE RIGHTS BE INJURED OR ENDANGERED BY THE VACATION?

No

WILL THE VACATION CAUSE THE PUBLIC TO SUFFER A LOSS OR INCONVENIENCE?

Staff believes the vacation will not cause the public to suffer a loss or inconvenience.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

ENCLOSURES:

None

RECEIVED
8-2-12

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 086-12
Filing Fee: $ 350.00
Date Advertised: 8-26-12
Date Notices Sent 8-29-12
Public Hearing Date: 9-10-12

I. Applicant Name: Tom Apple Phone: 417-437-2478

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

Address: 2702 S. WASHINGTON Zip: 64804

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☐

Utility vacation ☑

Other (Please specify) _____

III. Legal Description of area requested to be vacated: _____

Lot One (1) in Parker Development,
a part of Miscellaneous Tract 6 in the NE ¼ of the SE ¼ of Section 17, Township 27, Range 33,
Jasper County, Missouri.

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

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

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

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

V. Required Attachments:

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

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

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

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

Tom Apple



Case 086-12: A request to vacate the eastern one-half of a public utility easement located a 702 S. Washington Street. - Tom Apple

Case 086-12: 2702 South Washington Avenue – A request to vacate the eastern one-half of a utility easement – Tom Apple.

Mr. Harrington opened the public hearing for Case 086-12.

Mr. Tom Apple, 2702 South Washington Avenue, Joplin, appeared to request vacation of the eastern one-half of the utility easement. The full 20-foot easement was formerly on his property, and his adjoining neighbor has agreed to accept 10 feet of the easement to allow him room for expansion so the easement isn't all on his property. The utility companies have all agreed to the vacation of the easement, with the City staff having received confirmation from all the utilities stating no problems with the vacation.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 086-12.

MR. LANDRITH MOVED, SECONDED BY MR. DUNCAN, THAT CASE 086-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

Mr. Apple asked about the date of the City Council meeting, and Mr. Harrington replied October 1. Mr. Apple asked if he needed to appear, and Mr. Harrington replied yes.

P & Z Case 086-12
Tom Apple
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-309 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of the eastern one-half of a utility easement located at 2702 South Washington Avenue, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of the eastern one-half of a utility easement in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

Lot One (1) in Parker Development, a part of Miscellaneous Tract 6 in the NE ¼ of the SE ¼ of Section 17, Township 27, Range 33, Jasper County, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-310
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 9/21/2012
City Attorney: Brian Head — Date: 9-25-12
City Manager: R. Mark Rohr — Date: 9-25-12
Board or Commission: Planning and Zoning Commission — Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 087-12: South side of 30th Street between Connecticut and Delaware Avenues – A request to rezone from District R-1 (Single-family Residential) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 PD (Commercial – Planned District) for future commercial development – Charles F. Kuehn III.

STAFF SUMMARY:
The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-1 and C-1 PD to C-3 PD for future commercial development. Staff believes that this is a reasonable request considering the property's location near two arterials (32nd Street and Connecticut Avenue).

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn appeared representing Dale and Margaret Janssen, Penelope Davis, and Pattsy Kuhlman to request the rezoning of property along the south side of 30th Street for development of medical facilities. Mr. Kuehn held a neighborhood meeting on August 22 and invited all the neighbors to look at his drawings.

Mr. Kuehn is planning a single-story, single tenant facility containing 7,000 square feet along 32nd Street, with a three-story facility containing 70,000 to 75,000 square feet for professional and medical office space. Everything is in compliance with the City's Comprehensive Plan with regard to landscaping and parking. He plans six parking spaces for every 1,000 square feet of building space, with the City's requirements being five parking spaces for every 1,000 square feet.

Mr. Kuehn showed the commissioners some conceptual drawings and stated that all construction will be brick and masonry. One of the drawings shows what the residents along 30th Street would be looking at. Landscaping will be provided to protect those neighbors. Another drawing shows the view from Connecticut Avenue. Access will be provided from Connecticut Avenue, 32nd Street, and 30th Street.

Mr. Duncan asked Mr. Kuehn about the entrance from 32nd Street and the traffic flow at that location. He replied that an immediate right turn would be made into the facility, or traffic can go straight. He thought that the traffic would flow well.

Mr. Duncan thought there might be a problem. Mr. Kuehn has actually divided the entrance and exit with a landscaped area between the two accesses.

Mr. Eastman asked Mr. Bolander if a sidewalk will be required along the south side of 30th Street. He replied that the current code does not require sidewalks on both sides, but that there has been discussion about including that in the next zoning code update.

Mr. Harrington asked Mr. Kuehn about plans for a sidewalk along the north side of the property in this request. He replied that the plans do not include a sidewalk, but he didn't have a problem with constructing a sidewalk in this area.

PUBLIC COMMENT:
Comments in opposition to this request were received from Mr. Pat Williams 2930 Delaware Avenue, Joplin. He expressed concern about increased traffic on 30th Street and the lack of sidewalks along 30th Street.

Mr. Harrington asked Mr. Williams if the sidewalk would solve his problem. He replied that it would help, but it wouldn't ease the traffic flow. He mentioned the housing development to the east, with 30th Street being the only access to that area. He expressed concern about increased traffic in this area.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 087-12:

Petition the Council to rezone from District R-1 (Single-family Residential) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 PD (Commercial District – Planned Development) for future commercial development.

APPLICANT:

Charles F. Kuehn III

LOCATION:

Between 30th and 32nd Streets and Connecticut and Delaware Avenues

PRESENT ZONING:

R-1 (Single-family District) & C-1 PD (Neighborhood Commercial – Planned Development)

REQUESTED ZONING:

C-3 (Commercial – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 9 acres

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Single-family Residential	R-1
SOUTH	Commercial Retail & Bank	C-2 PD & C-1 PD
EAST	Single-family Residential	R-1
WEST	Commercial Retail & Office	C-O, C-1, & C-1 PD

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

30th Street
32nd Street
Connecticut Avenue

CLASSIFICATION OF STREET(S)

30th Street – Local
32nd Street – Arterial
Connecticut Avenue – Arterial

RIGHT-OF-WAY WIDTH

30th Street – 50'
32nd Street – 80'
Connecticut Avenue – 80'

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

N/A

UTILITIES:

The property has utility connections.

CONSISTENT WITH FUTURE LAND USE MAP?

Yes. The Future Land Use Map recommends retail/commercial along 32nd Street and Connecticut Avenue.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suited for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-1 and C-1 PD to C-3 PD for future commercial development. Staff believes that this is a reasonable request considering the property's location near two arterials (32nd Street and Connecticut Avenue).

Staff recommends approval.

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

Return Form to:
Planning/Community Development Specialist
602 South Main Street
Joplin, MO 64801
417-624-0820 Ext. 511

For Office Use Only

Case No: 087-12
Filing Fee: $350.00
Date Advertised: 8-26-12
Date Notices Sent: 8-29-12
Public Hearing Date: 9-10-12

APPLICANT: Charles F. Kuehn III **PHONE:** 417-625-1609
ADDRESS: 620 McConnell Joplin, Mo **ZIP:** 64801

OWNERSHIP: The subject site is in the ownership of Dale and Margaret Janssen of Joplin, Penelope Davis, of Joplin, and Patsy Kuhlman of Balwin, MO. Each owner has sign the appropriate "Ownership Affidavit and Consent agreement. (See Attached)

LOCATION OF THE PROPERTY: From north of 32nd and Connecticut to 30th Street East to the residences on Delaware Avenue and South to frontage on 32nd Street, not to include the residences on Delaware or the Commercial properties on 32nd Street.

LEGAL DESCRIPTION: The site consists of a total of 14 tracts and the vacated old Connecticut Ave. of which a new legal description combining all the properties will be written by the surveyor at a later date. The legal's for each of the individual tracts are attached.

Present Zoning: R-1, C1-PD **Requested Zoning:** C-3 **Acreage:** 9

Present use of the property: Rental properties and vacant land ready for development.

SURROUNDING LAND USE AND ZONING:

	LAND USE	ZONING
NORTH	Residential	R-1
SOUTH	Commercial	C-1, C2-PD, C-3
EAST	Mixed Residential/Commercial	R-1, C1-, C2-PD, C-3
WEST	Commercial	C-0, C1, C2-PD, C-3

CHARACTER OF THE NEIGHBORHOOD:

The subject neighborhood is one of a neighborhood in transition from residential to commercial, typical of neighborhoods where most of the homes have become rentals on heavily traveled thoroughfares and vacant undeveloped land has been sold or developed into newer conforming commercial uses such as banks, office

buildings and retail outlets. Homes on Connecticut and Park to the north are rentals as well 2 of the 3 homes adjoining the site to the East on Delaware. All of the subject homes are rentals except the Davis property. On the north side of 30th Street, 2 of 5 of the homes directly across the street are rented and 4 out of 10 are rented when including the second tier. Commercial uses to the West, South and East are all newer and well maintained commercial uses including medical, banking, offices and retail. The properties directly adjacent to the site include a bank, a strip mall and free standing office buildings.

RELATIONSHIP TO EXISING ZONING PATTERN:

1. **Would proposed change create a small, isolated district unrelated to surrounding districts?** The subject site consists of approximately 9 acres of land adjoined by commercial uses to the south on 32nd Street, commercial uses to the West on Connecticut and mixed commercial/residential use on the East. The proposed change will fill in the large undeveloped northeast corner of 32nd Street and S. Connecticut Ave. with a large uniformly developed commercial site and destination.

2. **Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain:** Yes, the subject property, except for a small portion on the West side adjoining Connecticut Avenue, is zoned residential and not appropriately zoned for commercial development as proposed.

COMFORMANCE WITH COMPREHENSIVE PLAN:

1. **Consistent with Development Policies?** Yes, the subject development calls for construction of buildings and supporting land use consistent with Joplin's Development Policies.
2. **Consistent with Future Land Use Map?** Yes, this request is in line with and consistent with the Future Land Use Map recently adopted by the City of Joplin.



0 190 380 760 1,140 1,520 Feet

Case 087-12: A request to rezone from District R-1 (Single-family Residential) and District C-1 PD (Neighborhood Commercial - Planned Development) to District C-3 PD (Commercial - Planned Development) located on the south side of 30th Street between Connecticut and Delaware Avenues. - Charles F. Kuehn III

N


LOW ENTRY WALL WITH SIGNAGE
ENTRY TOWER AND SIGN
CONNECTICUT
DECORATIVE WALL TO SCREEN
BANK
ENTRY TOWER AND SIGN
LOW ENTRY WALL WITH SIGNAGE
32nd Street

Case 087-12: South side of 30th Street between Connecticut and Delaware Avenues – A request to rezone from District R-1 (Single-family Residential) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 PD (Commercial – Planned District) for future commercial development – Charles F. Kuehn III.

Mr. Harrington opened the public hearing for Case 087-12.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared representing Dale and Margaret Janssen, Penelope Davis, and Pattsy Kuhlman to request the rezoning of property along the south side of 30th Street for development of medical facilities. Mr. Kuehn held a neighborhood meeting on August 22 and invited all the neighbors to look at his drawings.

Mr. Kuehn is planning a single-story, single tenant facility containing 7,000 square feet along 32nd Street, with a three-story facility containing 70,000 to 75,000 square feet for professional and medical office space. Everything is in compliance with the City's Comprehensive Plan with regard to landscaping and parking. He plans six parking spaces for every 1,000 square feet of building space, with the City's requirements being five parking spaces for every 1,000 square feet.

Mr. Kuehn showed the commissioners some conceptual drawings and stated that all construction will be brick and masonry. One of the drawings shows what the residents along 30th Street would be looking at. Landscaping will be provided to protect those neighbors. Another drawing shows the view from Connecticut Avenue. Access will be provided from Connecticut Avenue, 32nd Street, and 30th Street.

Mr. Harrington asked for questions from the commissioners.

Mr. Duncan asked Mr. Kuehn about the entrance from 32nd Street and the traffic flow at that location. He replied that an immediate right turn would be made into the facility, or traffic can go straight. He thought that the traffic would flow well.

Mr. Duncan thought there might be a problem. Mr. Kuehn has actually divided the entrance and exit with a landscaped area between the two accesses.

Mr. Harrington then asked for comments from the audience.

Mr. Pat Williams, 2930 Delaware Avenue, Joplin, appeared in opposition to this request and expressed concern about the two driveways onto 30th Street. He expressed concern about increased traffic on 30th Street and stated that people walk up and down that street with their dogs and their children.

Mr. Smith asked if 30th Street has any sidewalks, and Mr. Williams replied no.

Mr. Eastman asked Mr. Bolander if a sidewalk will be required along the south side of 30th Street. He replied that the current code does not require sidewalks on both sides, but that there has been discussion about including that in the next zoning code update.

P & Z Case 087-12
Charles F. Kuehn III
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-310 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1and District C-1-PD and including in District C-3-PD property as described below and located on the south side of 30th Street between Connecticut and Delaware Avenues in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and District C-1-PD and including same in District C-3-PD:

All of Lots Numbered Seven (7) and Eight (8) in Blackburn Sub-division of Lots 52 and 53 in Southmorland Acres, an Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, AND All of the South one-half (S ½) of Lot 54 except the South 225.0 feet thereof in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri. Said tract described as commencing at the Northwest (NW) corner of the above described tract; thence North 88 degrees 59 minutes 41 seconds East along the North line of said tract, 119.30 feet, to the point of beginning. Thence Southwesterly (SW) along a curve with an intersection angle of 54 degrees 31 minutes 06 seconds and a radius of 498.37 feet, 112.40 feet, to a point of reverse curve; thence Southwesterly (SW) along a curve with an intersection angles of 54 degrees 51 minutes 48 seconds and a radius of 418.37 feet, 39.23 feet, to a point on the South line of and 4.96 feet East of the Southwest (SW) corner of said tract; thence North 87 degrees 58 minutes 30 seconds East, 170.04 feet, to the Southeast (SE) corner of said tract; thence North, 94.54 feet, to the Northeast (NE) corner of said tract; thence South 88 degrees 59 minutes 41 seconds West, 55.70 feet, to the point of beginning. Containing 0.242 acre, AND All of Lot Numbered Three (3) in Blackburn Sub-division of Lots Numbered Fifty-Two (52) and Fifty-Three (53) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, AND All that part of Old Connecticut Avenue lying South of the easterly prolongation of the North line of a tract of land described in City of Joplin Ordinance No. 90-87 as: All of the South one-half (S ½) of Lot 54 except the South 225.0 feet thereof in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri, except that part taken for right-of-way for Connecticut Avenue. Said tract described as commencing at the Northwest (NW) corner

of the above described tract; thence North 88 degrees 59 minutes 41 seconds East along the North line of said tract, 119.30 feet, to the point of beginning. Thence Southwesterly (SW) along a curve with an intersection angle of 54 degrees 31 minutes 06 seconds and a radius of 498.37 feet, 112.40 feet, to a point of reverse curve; thence Southwesterly (SW) along a curve with an intersection angle of 54 degrees 51 minutes 48 seconds and a radius of 418.37 feet, 39.23 feet, to a point on the South line of and 4.96 feet East of the Southwest (SW) corner of said tract; thence North 87 degrees 58 minutes 30 seconds East, 170.04 feet, to the Southeast (SE) corner of said tract; thence North, 94.54 feet, to the Northeast (NE) corner of said tract; thence South 88 degrees 59 minutes 41 seconds West, 55.70 feet, to the point of beginning. And, lying North of that part of Old Connecticut Avenue vacated by the City of Joplin Ordinance No. 96-136 and described as: All that part of Old Connecticut Avenue from the North line of 32nd Street North 175 feet, lying West of Lot 1 and part of Lot 2 in the Blackburn Subdivision in the City of Joplin and East of the South 175 feet of Lot 54 in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, AND All of Lot Numbered Two (2) in Blackburn Sub-division of Lots Numbered Fifty-two and Fifty-three in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, AND All of Lot Numbered Nine (9) in Blackburn Subdivision of Lots Numbered Fifty-two (52) and Fifty-three (53) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, except the North 50 feet thereof, and except the South 50 feet thereof. A perpetual easement for roadway fifteen (15) feet in width adjoining and along the East line of Lot (11) of said Blackburn Sub-division, extending from the North line of 32nd Street to the North line of said Lot (11), as established by the Deed Recorder February 11, 1966 in Book 1067 at Page 200, and all easement rights therein granted; and a perpetual easement to a strip of ground approximately 3 feet in width extending from the West line of Lot (9) in said Blackburn Sub-division, in a diagonal direction to a point in the present sewer line of Lot (2) of said Blackburn Sub-division, said point being approximately 94 feet East of the West property line of said Lot (2) and within 4 feet of the North line of Lot (2) for the purposes of installing, maintaining, repairing and replacing therein a sewer line, together with all rights and privileges as established by the Deed Recorder February 11, 1966 in Book 1067 at Page 200, and a perpetual easement for roadway 15 feet in width adjoining and along the East line of the South 50 feet of Lot Numbered Nine (9) in said Blackburn Sub-division, extending across the entire width of said South 50 feet of said Lot (9), including the right to install, maintain, repair and replace water, gas, telephone and electric lines, as described in that certain roadway easement filed March 2, 1966, in Book 1068 at Page 86, and all of the North 50 feet of Lot Numbered, Nine (9) in Blackburn's Sub Division to the City of Joplin, Jasper County, Missouri, AND All of Lot Numbered Four (4) in Blackburn Sub-Division of Lots 52 and 53 in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, AND All that part of Lots Numbered Forty-nine (49) and Fifty (50) in Southmorland Acres, an Addition to the City of Joplin, Jasper County, Missouri according to the recorded Plat thereof, described as follows: Commencing at the Northeast corner of said Lot 49, thence South 00°03'10" West along the East line of Lot 49, 249.12 feet to the point of beginning, thence continuing South 00°03'10" West 350.0 feet to a point on the North right-of-way line of 32nd Street, thence South 87°56'53" West along said North right-of-way line 225.00 feet, thence North 00°03'10" East 350.00 feet, thence North 87°56'53"

East 225.00 feet to the point of beginning, AND All of Lots Numbered Forty-Nine (49), Fifty (50) and Fifty-One (51) in Southmorland Acres, an Addition to the City of Joplin, Jasper Co., Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-311
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg OK H Date: 9/21/2012
City Attorney: Brian Heac Date: 9-25-12
City Manager: R. Mark Rohr Date: 9-25-12
Board or Commission: Planning and Zoning Commission MW Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 088-12: Near Luke Street and Sabra Avenue – A request to rezone from District R-1 (Single-family Residential) to District R-2 (Two-family Residential) for future duplex development – Mayberry Rentals.

STAFF SUMMARY:
The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-1 to R-2 for future development of a duplex. Staff believes that this is a reasonable request. There is a variety of housing options and lot sizes in the neighborhood, including a duplex across the street from the subject property.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jake Mayberry appeared representing Ruth and Doug Pendleton to request rezoning from District R-1 to District R-2. Mr. Mayberry's parents own the duplex at the corner of Luke Street and Sabra Avenue and will build a comparable duplex right across the street.

Mr. Mayberry presented preliminary plans to the commissioners for their review.

PUBLIC COMMENT:
No comments were received during the public hearing; however, Mr. Harrington noted for the record that two petitions of protest have been received from Kathryn Bettes and Geneva Peters.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 088-12:

Petition the Council to rezone from District R-1 (Single-family Residential) to District R-2 (Two-family Residentia.) for future duplex development.

APPLICANT:

Mayberry Rentals

LOCATION:

North side of Luke Street between Moffet Avenue and Sabra Street

PRESENT ZONING:

R-1 (Single-family District)

REQUESTED ZONING:

R-2 (Two-family District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 150' x 100' (14,500 square feet / .33 acres)

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Single-family Residential	R-1
SOUTH	Duplex and Single-family Residential	R-1 & R-2
EAST	Single-family Residential	R-1
WEST	Single-family Residential	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Luke Street

CLASSIFICATION OF STREET(S)

Luke Street - Local

RIGHT-OF-WAY WIDTH

Luke Street – 40'

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

N/A

UTILITIES:

The property has utility connections.

CONSISTENT WITH FUTURE LAND USE MAP?

No. The Future Land Use Map recommends low-density residential for this lot. However, some nearby properties are recommended for medium-density residential.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suited for duplex development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-1 to R-2 for future development of a duplex. Staff believes that this is a reasonable request. There is a variety of housing options and lot sizes in the neighborhood, including a duplex across the street from the subject property.

Staff recommends approval.

RECEIVED
8-1-12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

For Office Use Only
Case No.: 088-12
Filing Fee: 350.00
Date Advertised: 8-26-12
Date Notices Sent 8-29-12
Public Hearing Date: 9-10-12

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

APPLICANT: Mayberry Landing PHONE: 417 434 1070
ADDRESS: 2024 E. 32nd ZIP: 64804
OWNER: Dana Pendleton PHONE:
ADDRESS: 418 W. 20th St. ZIP: 64804
LOCATION OF PROPERTY: 619 Luke St.
LEGAL DESCRIPTION:

Present Zoning R I Requested Zoning: R II Acreage: .33 ac.
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R I
South	Duplex	R II
East	Residential	R I / R II
West	Residential	R I

CHARACTER OF THE NEIGHBORHOOD: Mix of single family + duplex

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Luke St.
2. Classification of Street(s):
   Arterial____ Collector____ Local X
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? Yes
3. Drainage Easements? Yes
4. Utility Easements:
   - Electricity? Yes
   - Gas? Yes
   - Sewers? Yes
   - Water? Yes
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 7/29/2012

BY:

TITLE:

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



Case 088-12: A request to rezone from District R-1 (Single-family Residential) to District R[illegible] (Two-family Residential) located near Sabra Street and Luke Street for future duplex development. - Mayberry Rentals

Case 088-12: Near Luke Street and Sabra Avenue – A request to rezone from District R-1 (Single-family Residential) to District R-2 (Two-family Residential) for future duplex development – Mayberry Rentals.

Mr. Harrington opened the public hearing for Case 088-12.

Mr. Jake Mayberry, 3023 Heartland, Joplin, appeared representing Ruth and Doug Pendleton to request rezoning from District R-1 to District R-2. Mr. Mayberry's parents own the duplex at the corner of Luke Street and Sabra Avenue and will build a comparable duplex right across the street.

Mr. Mayberry presented preliminary plans to the commissioners for their review.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He noted for the record that two petitions of protest have been received from Kathryn Bettes and Geneva Peters. He then closed the public hearing for Case 088-12.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 088-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 088-12
Mayberry Rentals
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-311 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located near Luke Street and Sabra 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. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District R-2:

A part of the South Half (S ½) of Lot Number 31 in Mohaska Subdivision of the City of Joplin, Jasper County, Missouri more particularly described as follows: Beginning at the Southeast corner of said Lot Number 31, Thence Westerly along the South line of said Lot 31, a distance of 144.1 feet to a point, being 151.5 feet East of the Southwest corner of Lot 31, Thence Northerly 116.0 feet to a point on the North line of the South Half (S ½) of said Lot 31, said point being 115.5 feet East of the Northwest corner of the South Half (S ½) of Lot 31, Thence Easterly along the North line of the South Half (S ½) of said Lot 31 a distance of 107.3 feet, to the West right-of-way of Moffet Street. Thence South along said right-of-way 131.9 feet to the point of beginning.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-312
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 9/21/2012
City Attorney: Brian Head — Date: 9-25-12
City Manager: R. Mark Rohr — Date: 9-25-12
Board or Commission: Planning and Zoning Commission — Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 089-12: Between 25th and 26th Streets west of Pearl Avenue – A request to vacate a public alley – Empire District Electric Company.

STAFF SUMMARY:
All utility companies have verified that there are no utilities within the proposed vacation. Staff believes the vacation will not cause the public to suffer a loss or inconvenience.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
No representative was present from Empire District Electric Company. Mr. Bolander explained that they are enlarging their substation, and the only thing that has never been vacated in that area is the alleyway in this request. This was an old residential subdivision that was platted before the church and school and the substation existed. For Empire District to fully utilize the land for the substation, they needed to vacate the alleyway.

PUBLIC COMMENT:
None.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 089-12:

Petition the Council to vacate an alley

APPLICANT:

Empire District Electric Company

LOCATION:

Between 25th and 26th Streets west of Pearl Avenue

TYPE OF EASEMENT(S):

Alley

SIZE OF EASEMENT(S):

Approximately 15' x 320'

REASON FOR VACATION:

The vacated alley will be used for landscaping and maintenance of the existing electrical substation.

ARE UTILITES CURRENTLY LOCATED IN THE EASEMENT?:

There are no utilities currently located within the easement.

HAVE UTILITITY COMPANIES WITH RIGHTS TO THE EASEMENT CONSENTED TO THE PROPOSED VACATION?:

All utility companies have verified that there are no utilities within the proposed vacation.

STAFF ANALYSIS:

WILL PRIVATE RIGHTS BE INJURED OR ENDANGERED BY THE VACATION?

No

WILL THE VACATION CAUSE THE PUBLIC TO SUFFER A LOSS OR INCONVENIENCE?

Staff believes the vacation will not cause the public to suffer a loss or inconvenience.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

ENCLOSURES:

None

RECEIVED
8-3-12

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 0812
Filing Fee: $ 350.00
Date Advertised: 8-26-12
Date Notices Sent 8-29-12
Public Hearing Date: 9-10-12

I. Applicant Name: The Empire District Electric, Co. Phone: 417 625 6159
attn: Jeff Lebeda
If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 602 S. Joplin Ave, Joplin MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☐

Other (Please specify)_____

III. Legal Description of area requested to be vacated: A city alley approx 324 feet long (north to south) and 10 feet wide (east to west) bound on the south by West 26th street on the north by West 25th street and bound on the west by Empire District Electric Co. Parcel ID 1950150040002000 and on the East by Parcel ID 19501510040003000, 19501510040004000, and 19501510040001000 as shown on the Jasper County, MO Beacon website. (Map attched, with alley outlined in red.)

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

1. Private rights will not be injured or endangered by the vacation. NONE

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

   No public loss as no public services no longer served by alley.

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

   Will allow The Empire District Electric Co. to incorporate said alley into its landscaping and maintenance of sub station property.

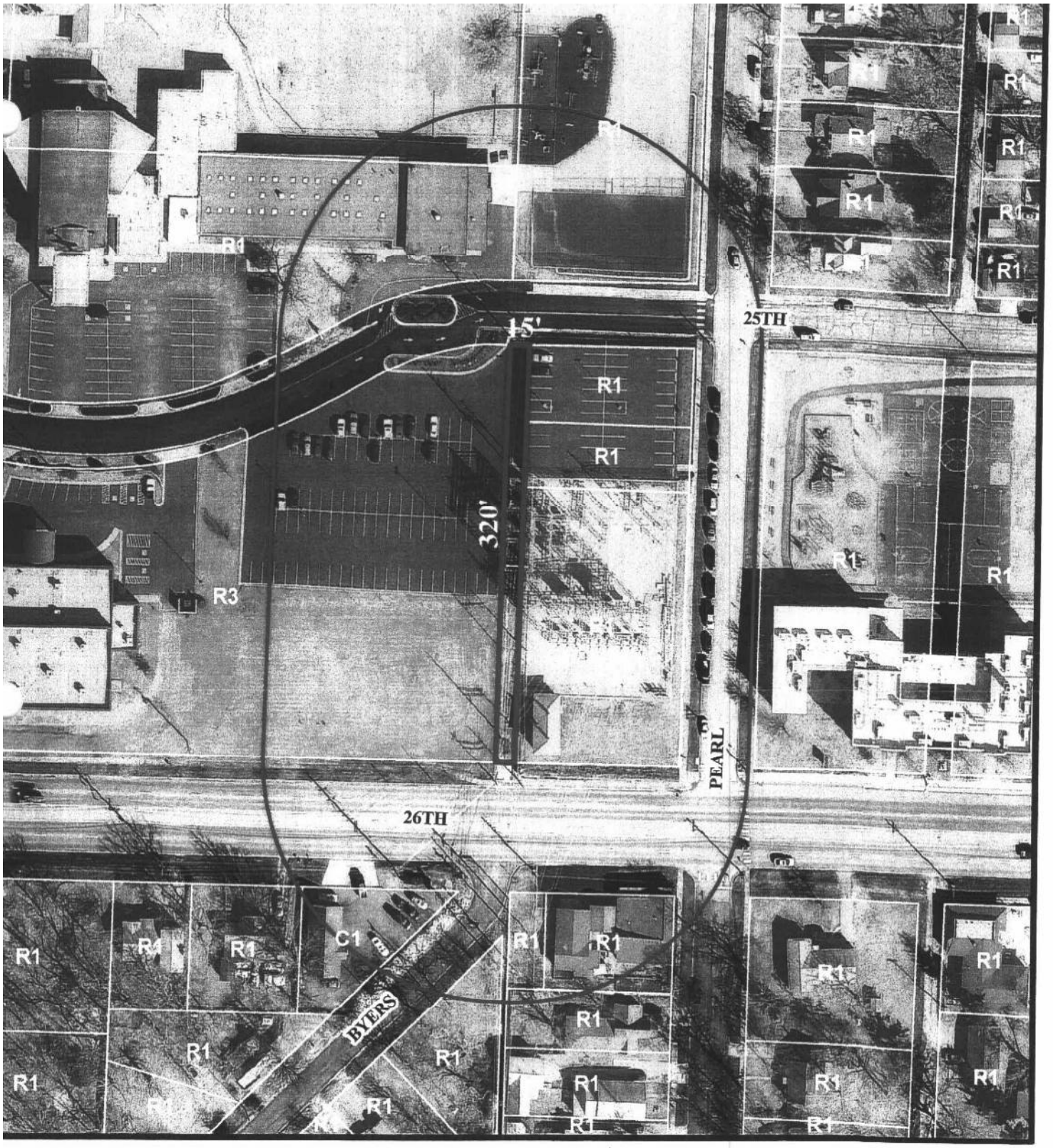
V. Required Attachments:

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

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

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

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



se 089-12: A request to vacate a public alley located between 25th and 26th Streets west arl Avenue. - Empire District Electric Company

N

Case 089-12: Between 25th and 26th Streets west of Pearl Avenue – A request to vacate a public alley – Empire District Electric Company.

Mr. Harrington opened the public hearing for Case 089-12.

No representative was present from Empire District Electric Company. Mr. Bolander explained that they are enlarging their substation, and the only thing that has never been vacated in that area is the alleyway in this request. This was an old residential subdivision that was platted before the church and school and the substation existed. For Empire District to fully utilize the land for the substation, they needed to vacate the alleyway.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 089-12.

MR. SMITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 089-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 089-12
Empire District Electric Company
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-312 **ORDINANCE NO.**

AN C RDINANCE providing for the vacation of a public alley running north and south between 25th Street and 26th Street and west of Pearl Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of public right-of-way of an alley running north and south between 25th Street and 26th Street and west of Pearl Avenue, in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All of the alley running North and South between 25th Street and 26th Street, bounded by 25th Street on the North and 26th Street on the South, bounded by Lots 116-121 O'Keefe's 2nd Addition on the East, and bounded by Lots 7 and 8 Prehm Urban Renewal on the West. All located within the City of Joplin, Jasper County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-313
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH — Date: 9/21/2012
City Attorney: Brian Head — Date: 9-25-12
City Manager: R. Mark Rohr — Date: 9-25-12
Board or Commission: Planning and Zoning Commission MW — Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 090-12: Near 32nd Street and John Duffy Drive – A request for voluntary annexation – Preferred Family Healthcare.

STAFF SUMMARY:
This is a request by the property owner to voluntarily annex 2 right-of-way tracts of land into the City of Joplin. The 2 tracts total approximately 1 acre and are located north of 32nd Street and John Duffy Drive. The property is currently undeveloped.

We have received a signed notarized petition from Jamie Campbell, Preferred Family Healthcare, indicating her desire for the property to be within the City of Joplin.

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

Staff recommends approval of the voluntary annexation.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Lewis, Tri-State Engineering, appeared representing his client and explained that this property is part of the larger Wildwood Ranch development. This property was sold to Preferred Healthcare, who would like to make the property a part of the City of Joplin.

Mr. Bolander has not received the legal description from Preferred Family Healthcare for that property. The request at this time is just for the right-of-way that adjoins Preferred Healthcare's property.

PUBLIC COMMENT: None.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 090-12:

Petition the Council to voluntarily annex into the corporate limits of the City of Joplin property located near 32nd Street and John Duffy Drive.

APPLICANT:

Preferred Family Healthcare

LOCATION:

North of 32nd Street and John Duffy Drive in the Wildwood Ranch Development

PRESENT ZONING:

N/A – Jasper County

DISCUSSION:

This is a request by the property owner to voluntarily annex 2 right-of-way tracts of land into the City of Joplin. The 2 tracts total approximately 1 acre and are located north of 32nd Street and John Duffy Drive. The property is currently undeveloped.

We have received a signed notarized petition from Jamie Campbell, Preferred Family Healthcare indicating her desire for the property to be within the City of Joplin.

ADDITIONAL INFORMATION OR COMMENTS

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

STAFF RECOMMENDATION:

Staff recommends approval of the voluntary annexation.

ENCLOSURES:

None

Case 090-12

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI.

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Jamie Campbell, VP
PREFERRED FAMILY HEALTHCARE INC

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 1st day of June, 2012, before me appeared Jamie Campbell, to me known to be the Vice Pres of Operations of Preferred Family Healthcare, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Vice Pres of Operations acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 1-19, 2014

Teresa L Gilliam

Teresa L. Gilliam - Notary Public
Notary Seal, State of
Missouri - Newton County
Notary Commission #10796256
My Commission Expires 1/19/2014



Case 090-12: A request for voluntary annexation for the area near 32nd Street and John D[illegible]y Drive. - Preferred Family Healthcare

N

Case 090-12: Near 32nd Street and John Duffy Drive – A request for voluntary annexation – Preferred Family Healthcare.

Mr. Harrington opened the public hearing for Case 090-12.

Mr. Steve Lewis, Tri-State Engineering, 702 Main Street, Joplin, appeared representing his client and explained that this property is part of the larger Wildwood Ranch development. This property was sold to Preferred Healthcare, who would like to make the property a part of the City of Joplin.

Mr. Bolander has not received the legal description from Preferred Family Healthcare for that property. He stated that the request at this time is just for the right-of-way that adjoins Preferred Healthcare's property.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 090-12.

MR. LANDRITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 090-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 090-12
Preferred Family Healthcare
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-313 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and John Duffy Drive, in Jasper County, Missouri.

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

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

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

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

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

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

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

A Thirty foot (30.00') wide strip of land for road right-of-way lying in the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter of Section 13; thence N01°48'09"E, along the East line of said Southeast Quarter, 30.81 feet; thence N01°49'48"E, along the East line of said Southeast Quarter, 70.52 feet; thence N90°00'00"W, 30.02 feet to a point on the West right-of-way line of Central City Road; thence along the North right-of-way line of 32nd Street the following courses; thence S46°24'37"W, 28.49 feet; thence N89°00'35"W, 144.66 feet to a curve to the right having a radius of 1950.00 feet; thence along said curve a distance of 371.26 feet; thence N05°36'08"E, leaving said North right-of-way line, 882.90 feet; thence

N01°49'48"E, 826.32 feet to the point of beginning; thence N88°39'24"W, 237.65 feet to a curve to the left having a radius of 1970.00 feet; thence along said curve a distance of 315.43 feet; thence N01°49'48"E away from said curve, 30.42 feet to a point on a non-tangent curve to the right having a radius of 2000.00 feet and a chord bearing and distance of N86°49'46"E, 314.80 feet; thence along said non-tangent curve a distance of 315.13 feet; thence S88°39'24"E, 237.90 feet; thence S01°49'48"W, 30.00 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 0.4 acres more or less AND a Thirty foot (30.00') wide strip of land for road right-of-way lying in the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter of Section 13; thence N01°48'09"E, along the East line of said Southeast Quarter, 30.81 feet; thence N01°49'48"E, along the East line of said Southeast Quarter, 70.52 feet; thence N90°00'00"W, 30.02 feet to a point on the West right-of-way line of Central City Road; thence along the North right-of-way line of 32nd Street the following courses; thence S46°24'37"W, 28.49 feet; thence N89°00'35"W, 144.66 feet to a curve to the right having a radius of 1950.00 feet; thence along said curve a distance of 371.26 feet; thence N05°36'08"E, leaving said North right-of-way line, 882.90 feet; thence N88°17'36"W, 521.49 feet to a point on the East right-of-way line of a street, said point being the beginning; thence continuing N88°17'36"W, 30.00 feet; thence N01°49'48"E, 797.63 feet to a point on a non-tangent curve to the right having a radius of 1970.00 feet and a chord bearing and distance of N83°02'51"E, 60.39 feet; thence along said curve a distance of 60.39 feet; thence S42°39'37"W away from said non-tangent curve, 45.40 feet; thence S01°49'48"W, 772.43 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 0.6 acres more or less.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of December, 2012.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-314
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DNH	Date: 9/21/2012
City Attorney: Brian Head	Date: 9-25-12
City Manager: R. Mark Rohr RMR	Date: 9-25-12
Board or Commission: Planning and Zoning Commission MW	Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 091-12: Near 32nd Street and Central City Road – A request for voluntary annexation – James Pinjuv, Wildwood Ranch Development.

STAFF SUMMARY:
This is a request by the property owner to voluntarily annex 7 tracts of land into the City of Joplin. The 7 tracts total approximately 54.5 acres. The property is currently undeveloped.

We have received a signed notarized petition from James Pinjuv, Wildwood Ranch, LLC, indicating his desire for the property to be within the City of Joplin.

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

Staff recommends approval of the voluntary annexation.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Lewis, Tri-State Engineering, appeared representing James Pinjuv to request annexation of the property in this request. This is part of the ongoing agreement with the City of Joplin to continue to annex the Wildwood Ranch area.

PUBLIC COMMENT:
None.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 091-12:

Petition the Council to voluntarily annex into the corporate limits of the City of Joplin property located near 32nd Street and Central City Road.

APPLICANT:

Mr. James Pinjuv, Wildwood Ranch Development

LOCATION:

Near 32nd Street and Central City Road in the Wildwood Ranch Development

PRESENT ZONING:

N/A – Jasper County and Newton County

DISCUSSION:

This is a request by the property owner to voluntarily annex 7 tracts of land into the City of Joplin. The 7 tracts total approximately 54.5 acres. The property is currently undeveloped.

We have received a signed notarized petition from James Pinjuv, Wildwood Ranch, LLC indicating his desire for the property to be within the City of Joplin.

ADDITIONAL INFORMATION OR COMMENTS

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

STAFF RECOMMENDATION:

Staff recommends approval of the voluntary annexation.

ENCLOSURES:

None

Case 091-12

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI.

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 4th day of April, 2012, before me appeared James Pinjuv, to me known to be the Managing Member of Wildwood Ranch, LLC, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Wildwood Ranch, LLC acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 1-19, 2014

Teresa L. Gilliam

Notary Public

Teresa L. Gilliam - Notary Public
Notary Seal, State of
Missouri - Newton County
Commission #10796256
My Commission Expires 1/19/2014



0 475 950 1,900 2,850 3,800 Feet

Case 091-12: A request for voluntary annexation for the area near 32nd Street and Central City Road, containing 7 tracts totalling approximately 54.5 acres. - James Pinjuv, W wood Ranch Development

N

Case 091-12: Near 32nd Street and Central City Road – A request for voluntary annexation – James Pinjuv, Wildwood Ranch Development.

Mr. Harrington opened the public hearing for Case 091-12.

Mr. Steve Lewis, Tri-State Engineering, 702 Main Street, Joplin, appeared representing James Pinjuv to request annexation of the property in this request. This is part of the ongoing agreement with the City of Joplin to continue to annex the Wildwood Ranch area.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 091-12.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 091-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 091-12
James Pinjuv, Wildwood Ranch Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-314 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and Central City Road, in Jasper County and Newton County, Missouri.

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

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

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

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

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

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

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

All that part of the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of the said Southeast Quarter of Section 13; thence N01°48'09"E, along the East line of said Southeast Quarter, 30.81 feet; thence N01°49'48"E, along the East line of said Southeast Quarter, 70.52 feet; thence N90°00'00"W, 30.02 feet to a point on the West right-of-way line of Central City Road, said point being the point of beginning; thence along the North right-of-way line of 32nd Street the following courses; thence S46°24'37"W, 28.49 feet; thence N89°00'35"W, 144.66 feet to a curve to the right having a radius of 1950.00 feet; thence along said curve a distance of 371.26 feet; thence N05°36'08"E, leaving said

North right-of-way line, 882.90 feet; thence N01°49'48"E, 826.32 feet; thence S88°39'24"E, 476.08 feet to a point on the West right-of-way line of Central City Road; thence S01°49'48"W along said West right-of-way line, 1718.76 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 19.5 acres more or less. AND All of the North 1155.00 feet of Lot 2 in the Northwest Fractional Quarter of Section 19, Township 27 North, Range 33 West, Newton County, Missouri: Except any part taken or deeded for County Road right-of-way. And except the following described tract: that portion of Lot 2 in the Northwest Fractional Quarter of Section 19, Township 27 North, Range 33 West, of the 5th Principal Meridian, Newton County, Missouri, described as follows: Commencing at the Northwest corner of Lot in the Northwest Fractional Quarter of Section 19, Township 27 North, Range 33 West, of the Fifth Principal Meridian , Newton County, Missouri; thence S88°21'43"E, along the North line of said Lot 2, a distance of 504.57 feet; thence leaving said North line, S01°50'46"W, parallel with the East line of said Lot 2, a distance of 30.00 feet, to the South right-of-way line of West 32nd Street and the point of beginning; thence S88°21'43"E, along said right-of-way line, a distance of 324.00 feet to a point on the East line of said Lot 2 lying 30.00 feet South of the Northeast corner thereof; thence S01°50'46"W, along said East line, a distance of 490.00 feet; thence leaving said East line, N88°21'43"W, parallel with the North line of said Lot 2, a distance of 828.75 feet to the West line of said Lot 2; thence N01°51'58"E, along said West line, a distance of 50.00 feet; thence leaving said West line, S88°21'43"E, a distance of 504.73 feet; thence N01°50'46"E, parallel with the East line of said Lot 2, a distance of 440.00 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 17.2 acres more or less. AND All that part of the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter of Section 13; thence N88°40'30"W, along the South line of said Southeast Quarter, 493.49 feet to the point of beginning; thence continuing N88°40'30"W, along the South line of said Southeast Quarter, 699.05 feet to a point on the East right-of-way line of John Duffy Drive; thence N13°22'37"E along said right-of-way line, 158.89 feet to a point on a non-tangent curve to the right having a radius of 2950.00 feet with a chord bearing and distance of S75°19'33"E, 93.58 feet, said point being on the South right-of-way line of 32nd Street; thence along the South right-of-way line of 32nd Street the following courses: thence along said curve, 93.58 feet; thence S74°25'01"E, 369.44 feet to a curve to the Left having a radius of 2050.00 feet; thence along said curve a distance of 221.05 feet to the point of beginning; Subject to any restrictions or easements of record. Containing 1.2 acres more or less. AND All that part of the Northeast Quarter of Section 24, Township 27 North, Range 34 West, Newton County, Missouri, described as follows: Commencing at the Northeast corner of said Northeast Quarter of Section 24; thence N88°40'30"W, along the North line of said Northeast Quarter, 493.49 feet to the point of beginning; thence continuing N88°40'30"W, along the North line of said Northeast Quarter, 699.05 feet to a point on the East right-of-way line of John Duffy Drive; thence S13°22'37"W along said right-of-way line, 86.98 feet to a curve to the Left having a radius of 280.00 feet; thence along said curve, 53.42 feet; thence S74°25'01"E away from said curve, 340.28 feet; thence S86°36'14"E, 554.88 feet; thence S01°54'50"W, 880.24 feet; thence S88°19'17"E, 330.03 feet to a point on the East line of said Northeast Quarter; thence N01°54'50"E

along said East line, 1084.52 feet to a point on the South right-of-way line of 32nd Street; thence along said South right-of-way line of 32nd Street the following courses; thence N88°05'10"W, 30.00 feet; thence N43°32'53"W, 28.06 feet; thence N89°00'35"W, 143.18 feet to a curve to the Right having a radius of 2050.00 feet; thence along said curve 301.07 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 12.6 acres more or less. AND A strip of land for road right-of-way, lying in the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter of section 13; thence N01°48'09"E, along the East lien of said Southeast Quarter, 30.81 feet; thence N01°49'48"E, along the East line of said Southeast Quarter, 1788.60 feet; thence N88°39'24"W, 30.00 feet to a point on the West right-of-way line of Central City Road, said point being the point of beginning; thence continuing N88°39'24"W, 476.08 feet; thence N01°49'48"E, 30.00 feet; thence N88°39'24"W, 237.90 feet to a curve to the Left having a radius of 2000.00 feet; thence along said curve a distance of 315.13 feet; thence S01°49'48"W away from said curve, 65.77 feet; thence N88°10'12"W, 30.00 feet; thenceN48°39'42"W, 38.17 feet; thence N09°35'22"W, 60.00 feet to a point on a non-tangent curve to the right having a radius of 2030.00 feet and a chord bearing and distance of N85°52'37"E, 386.76 feet; thence along said non-tangent curve a distance of 387.35 feet; thence S88°39'24"E, 714.23 feet to a point on the West right-of-way line of Central City Road; thence S01°49'48"W along said West right-of-way line, 60.00 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 1.2 acres more or less. AND A strip of land for road right-of-way lying in the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter of Section 13; thence N01°48'09"E, along the East line of said Southeast Quarter, 30.81 feet; thence N01°49'48"E, along the east line of said Southeast Quarter, 70.52 feet; thence N90°00'00"W, 30.02 feet to a point on the West right-of-way line of Central City Road; thence along the North right-of-way line of 32nd Street the following courses; thence S46°24'37"W, 28.49 feet; thence N89°00'35"W, 144.66 feet to a curve to the Right having a radius of 1950.00 feet; thence along said curve a distance of 496.65 feet; thence N74°25'01"W, 369.44 feet to a curve to the Left having a radius of 3050.00 feet; thence along said curve a distance of 47.43 feet to the point of beginning; thence N31°09'13"W, 57.03 feet; thence N13°22'37"E, 372.06 feet to a curve to the Left having a radius of 1030.00 feet; thence along said curve a distance of 207.58 feet; thence N01°49'48"E, 136.71 feet; thence N88°17'36"W, 30.00 feet; thence N01°49'48"E, 762.28 feet; thence N88°10'12"W, 30.00 feet; thence S01°49'48"W, 898.92 feet to a curve to the Right having a radius of 970.00 feet; thence along said curve a distance of 195.49 feet; thence S13°22'37"W, 380.55 feet; thence S57°54'22"W, 57.03 feet; thence S70°55'10"E, 38.88 feet; thence N19°04'50"E, 13.09 feet to a non-tangent curve to the Right having a chord bearing and distance of S76°14'50"E, 100.00 feet; thence along said curve a distance of 100.01 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 1.6 acres more or less. AND A strip of land for road right-of-way lying in the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter of Section 13; thence N01°48'09"E, along the East line of said Southeast Quarter, 30.81 feet; thence N01°49'48"E, along the East line of said

Southeast Quarter, 70.52 feet; thence N90°00'00"W, 30.02 feet to a point on the West right-of-way line of Central City Road; thence along the North right-of-way line of 32nd Street the following courses; thence S46°24'37"W, 28.49 feet; thence N89°00'35"W, 144.66 feet to a curve to the right having a radius of 1950.00 feet; thence along said curve a distance of 496.65 feet; thence N74°25'01"W, 369.44 feet to a curve to the Left having a radius of 3050.00 feet; thence along said curve a distance of 147.44; thence S19°04'50"W, 13.09 feet to the point of beginning; thence continuing S19°04'50"W, 87.53 feet; thence N13°22'37"E, 1.69 feet; thence N32°19'50"W, 41.90 feet to a point on a non-tangent curve to the Left having a radius of 2981.50 feet with a chord bearing and distance of N78°00'11"W, 3.63 feet; thence along said curve a distance of 3.63 feet to a compound curve to the Left having a radius of 955.00 feet; thence along said curve a distance of 154.61 feet; thence N87°18'50"W, 326.65 feet to a curve to the Left having a radius of 2955.00 feet; thence along said curve a distance of 308.39 feet; thence N00°00'00"E away from said curve, 60.10 feet to a point on a non-tangent curve to the Right having a radius of 3015.00 feet with a chord bearing and distance of N89°43'45"E, 311.06 feet; thence S87°18'50"E, 326.65 feet to curve to the Right having a radius of 1015.00 feet; thence along said curve a distance of 164.32 feet to a compound curve to the Right having a radius of 3041.50 feet; thence along said curve 5.12 feet; thence S70°55'10"E, 38.88 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 1.2 acres more or less.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of December, 2012.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: COUNCIL BILL NO. 2012-315
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 9/21/2012
City Attorney: Brian Head Date: 9-25-12
City Manager: R. Mark Rohr Date: 9-25-12
Board or Commission: Planning and Zoning Commission Date: 9/10/2012

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

SUMMARY/REQUEST:
Case 092-12: Near 32nd Street and John Duffy Drive – A request for voluntary annexation – DCB Real Estate Partnership, LP.

STAFF SUMMARY:
This is a request by the property owner to voluntarily annex 1 tract of land into the City of Joplin. The tract is approximately 10 acres. The property is currently undeveloped.

We have received a signed notarized petition from Donald Bedell, DCB Real Estate Partnership, indicating his desire for the property to be within the City of Joplin.

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

Staff recommends approval of the voluntary annexation.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Lewis, Tri-State Engineering, appeared representing his client, who would like bring the property in this request into the City of Joplin. This property adjoins the property for which annexation was recommended in Case 091-12, as well as the street adjoining the property owned by Preferred Family Healthcare.

PUBLIC COMMENT:
None.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 092-12:

Petition the Council to voluntarily annex into the corporate limits of the City of Joplin property located near 32nd Street and John Duffy Drive.

APPLICANT:

DCB Real Estate Partnership

LOCATION:

Southwest corner of 32nd Street and John Duffy Drive in the Wildwood Ranch Development

PRESENT ZONING:

N/A – Jasper County and Newton County

DISCUSSION:

This is a request by the property owner to voluntarily annex 1 tract of land into the City of Joplin. The tract is approximately 10 acres. The property is currently undeveloped.

We have received a signed notarized petition from Donald Bedell, DCB Real Estate Partnership, indicating his desire for the property to be within the City of Joplin.

ADDITIONAL INFORMATION OR COMMENTS

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

STAFF RECOMMENDATION:

Staff recommends approval of the voluntary annexation.

ENCLOSURES:

None

Case 092-12

RECEIVED

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI.

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S., 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

The DCB Real Estate Partnership, L.P.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 6th day of July, 2012, before me appeared Donald B Boxell, to me known to be the Manager of The DCB Real Estate Partnership, and that the seal affixed to the foregoing instrument is the corporate seal of said ~~corporation~~ partnership, and that said instrument was signed and sealed on behalf of said ~~corporation~~ partnership by authority of its Board of Directors of the consideration stated therein and no other, and said No acknowledged said instrument to be the free act and deed of said ~~corporation~~ partnership, and that the allegations contained therein are true.

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

My commission expires: 10-27-2015

Carla Carter

Notary Public

CARLA CARTER
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
Commission # 11428605
My Commission Expires: Oct. 27, 2015



Case 092-12: A request for voluntary annexation for the area near 32nd Street and John Duffy Drive, containing 1 tract totalling approximately 10 acres. - DCB Real Estate Partnership, LP

N

Case 092-12: Near 32nd Street and John Duffy Drive – A request for voluntary annexation – DCB Real Estate Partnership, LP.

Mr. Harrington opened the public hearing for Case 092-12.

Mr. Steve Lewis, Tri-State Engineering, 702 Main Street, Joplin, appeared representing his client, who would like bring the property in this request into the City of Joplin. This property adjoins the property for which annexation was recommended in Case 091-12, as well as the street adjoining the property owned by Preferred Family Healthcare.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 092-12.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT CASE 092-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 092-12
DCB Real Estate Partnership, LP
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-315 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and John Duffy Drive, in Jasper County and Newton County, Missouri.

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

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

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

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

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

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

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

All that part of the Southeast Quarter (SE ¼) of Section 13, Township 27 North, Range 34 West, in Jasper County, Missouri and also part of the Northeast Quarter (NE ¼) of Section 24, Township 27 North, Range 34 West, Newton County, Missouri described as follows: Commencing at the Northeast corner of said Northeast Quarter of said Section 24, thence North 88°40'30" West along the South line of said Northeast Quarter, 1192.53 feet to the East right-of-way line of John Duffy Drive; thence South 13°22'37" West along said East right-of-way line 86.99 feet to a curve to the Left having a radius of 280.00 feet; thence along said curve to the Left an arc distance of 220.42 feet; thence South 56°16'19" West, 60.00 feet to a point on the West right-of-way line of John Duffy

Drive, said point being the point of beginning; thence North 90°00'00" West, 798.04 feet; thence North 00°00'00" East, 567.63 feet to a point on a non-tangent curve to the Right having a radius of 2955.00 feet and a chord bearing and distance of North 89°41'47" East, 308.25 feet; thence along said non-tangent curve to the Right an arc distance of 308.39 feet; thence South 87°18'50" East, 326.65 feet to a curve to the Right having a radius of 955.00 feet; thence along said curve to the Right an arc distance of 154.61 feet to a compound curve to the Right having a radius of 2981.50 feet; thence along said curve to the Right an arc distance of 3.63 feet; thence South 32°19'50" East, 41.90 feet; thence South 13°22'37" West, 247.36 feet to a curve to the Left having a radius of 340.00 feet; thence along said curve to the Left an arc distance of 267.66 feet to the point of beginning.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:03 a.m., on the First (1st) day of December, 2012.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012

Item: RESOLUTION NO. 2012-024
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 9/21/2012
City Attorney: Brian Head — Date: 9-25-12
City Manager: R. Mark Rohr — Date: 9-25-12
Board or Commission: Planning and Zoning Commission — Date: 9/10/2012

Recommended Action: Planning and Zoning Commission recommended tabling this case by a vote of "5 in favor, 2 opposed, and 0 absent"

SUMMARY/REQUEST:
Case 093-12: 2916 East 16th Street – A request for a permanent Special Use Permit (First Request) for a parking lot – Charlie Kuehn.

STAFF SUMMARY:
The applicant is requesting a special use permit for the development of a parking lot. The parking lot will serve a commercial/retail building that is currently under construction.

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

1. This Special Use Permit is issued to Charlie Kuehn for the construction of a parking lot at 2916 East 16th Street.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn appeared representing Dr. Ali. Mr. Kuehn previously rezoned the property facing Range Line Road from District C-0 to District C-3-PD. Since then, he has acquired another lot to the west where he would like to add some additional parking space. He is planning a six-foot white vinyl fence along the west property line with all the landscaping that is required by the Comprehensive Plan, with a 10-foot green area.

Mr. Kuehn explained that City staff has been reviewing the plans for the proposed building, and that he should be receiving his building permit later this week. He indicated that the City staff

has no problems with the plans, with everything meeting the code requirements regarding fencing and landscaping for this site. The property in this request would just provide additional parking for the strip center.

Mr. Eastman asked about the fencing along the west property line adjoining Joe Landrith's home, and Mr. Kuehn replied that this has been addressed.

Mr. Duncan asked about the site work that has been completed on the property in this request, and Mr. Kuehn replied that he has already built the site pad and is planning to begin constructing the building later this week. He has done some clearing and excavating on the lot in this request.

Mr. Harrington asked Mr. Bolander if the setbacks and the fence and landscaping on the west side of the property in this request meet all the City's guidelines. He replied that it does meet the minimum requirements, but that the City staff always encourages people to do more if they can. In this case, the proposed development meets the minimum requirements of the City's zoning code.

Mr. Smith asked if the City's master plan shows commercial zoning all the way to Highview Avenue, and Mr. Bolander replied that is correct. This boundary is what has been accepted into the City's Comprehensive Plan.

Mr. Duncan asked about restaurants being allowed in District C-1. Mr. Bolander replied that restaurants are permitted in a light retail district such as C-1. He stated that the main difference between C-1 and C-3 zoning when it pertains to restaurants is that alcohol cannot be served by the drink in restaurants with C-1 zoning. District C-3 allows the serving of alcohol by the drink.

Mr. Duncan expressed concern about dealing with something that is halfway completed before it comes to this commission. He thought the Special Use Permits should be issued before any construction takes place.

Mr. Landrith would like to table the request so Mr. Kuehn and the neighbors can work out some agreement between themselves on the issues they have presented.

Mr. Harrington asked if the commissioners just table this request or forward it to the City Council with recommendation that the case be tabled. Mr. Bolander replied that it will be forwarded to the City Council with a recommendation that the case be tabled.

PUBLIC COMMENT:

Comments in opposition to the request were received from the following:

Mr. Joe Landrith, 2914 East 16th Street, Joplin

Mr. Wesley Henderson, 2902 East 15th Street, Joplin

They expressed concerns regarding drainage issues, increased traffic through the residential area, and the lack of a sufficient buffering zone between the residential and commercial properties. They also understood the proposed commercial building would contain a restaurant and expressed concern about a restaurant being in the building.

Z&P Meeting: September 10, 2012
City Council Meeting: October 1, 2012

STAFF PLANNING REPORT

CASE 093-12:

Petition the Council for a Special Use Permit (1st Request) for a parking lot.

APPLICANT:

Charlie Kuehn

LOCATION:

2916 E. 16th Street

PRESENT ZONING:

R-1 (Single-Family Residential)

PRESENT USE OF PROPERTY:

Vacant lot (former single-family home)

PROPOSED LAND USE ACTIVITY:

Parking lot

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 60' x 150' (9,000 square feet / .21 acres)

	LAND USE	EXISTING ZONING
NORTH	Vacant lot (former single-family home)	R-1
SOUTH	Vacant lot (former single-family home)	R-1
EAST	Commercial/retail (under construction)	C-3 PD
WEST	Single-family home	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY, STREET CLASSIFACATION, AND RIGHT-OF-WAY WIDTH

16th Street, Local, 60'

IS OFF STREET PARKING PROVIDED?

Yes, Special Use Permit is for a parking lot.

IS AN OFF-STREET DROP-OFF / PICK-UP AREA REQUIRED? (FAMILY DAYCARE ONLY):

N/A

LEAD TEST RESULTS (DAYCARE ONLY):

N/A

DISCUSSION:

The applicant is requesting a special use permit for the development of a parking lot. The parking lot will serve a commercial/retail building that is currently under construction.

ADDITIONAL INFORMATION OR COMMENTS:

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Charlie Kuehn for the construction of a parking lot at 2916 E. 16th Street.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

RECEIVED
8-15-12

CITY OF JOPLIN, MISSOURI

SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case No.: 093-12
Filing Fee: 350.00
Date Advertised: 8-26-12
Date Notices Sent: 8-29-12
Public Hearing Date: 9-10-12

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

APPLICANT: Charlie Kuehn PHONE: 825-3907

ADDRESS: 620 McConnell ZIP: 64801

OWNER: Dr Ali PHONE: 622-9149

ADDRESS: 2216 E 32nd St ZIP: 64804

LOCATION OF PROPERTY: 2916 E 11th

LEGAL DESCRIPTION: Campbell's 1st Lot 118

PRESENT ZONING CLASSIFICATION: R1 ACREAGE: 0.21

PRESENT USE OF PROPERTY: vacant

PROPOSED LAND USE ACTIVITY: Parking Lot

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	R-1 C Dentist office	R-1 C
South	R-1 C U.S. Cellular	R-1, C
East	C-3 Wendy's	C-3
West	R-1 Home	R-1

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

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

Should this special use be valid only for a specific time period? Yes _____ No X
If Yes, what length of time? _____

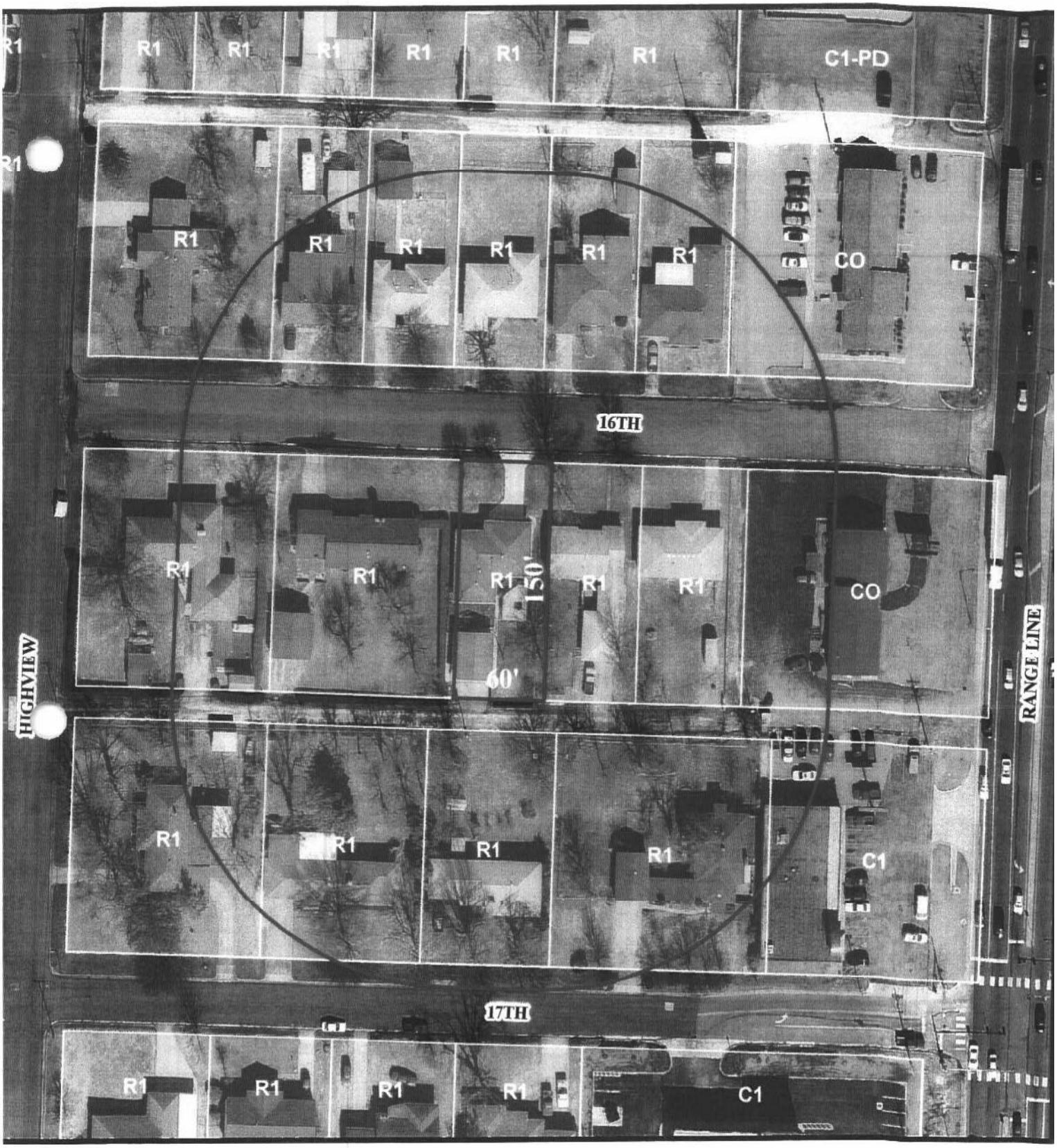
SIGNATURE: [signature] DATE: 8-14-12

BY: Charles Krehbiel TITLE: Manager Member

Attachments Required:

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

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



0 75 150 300 450 600 Feet

Case 093-12: A request for a permanent Special Use Permit (1st request) for a parking lot located at 2916 E 16th Street. - Charlie Kuehn

N

Case 093-12: 2916 East 16th Street – A request for a permanent Special Use Permit (First Request) for a parking lot – Charlie Kuehn.

Mr. Harrington opened the public hearing for Case 093-12.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared representing Dr. Ali. Mr. Kuehn previously rezoned the property facing Range Line Road from District C-0 to District C-3-PD. Since then, he has acquired another lot to the west where he would like to add some additional parking space. He is planning a six-foot white vinyl fence along the west property line with all the landscaping that is required by the Comprehensive Plan, with a 10-foot green area.

Mr. Kuehn explained that City staff has been reviewing the plans for the proposed building, and that he should be receiving his building permit later this week. He indicated that the City staff has no problems with the plans, with everything meeting the code requirements regarding fencing and landscaping for this site. The property in this request would just provide additional parking for the strip center.

Mr. Eastman asked about the fencing along the west property line adjoining Joe Landrith's home, and Mr. Kuehn replied that this has been addressed.

Mr. Duncan asked about the site work that has been completed on the property in this request, and Mr. Kuehn replied that he has already built the site pad and is planning to begin constructing the building later this week. He has done some clearing and excavating on the lot in this request.

Mr. Harrington asked for comments from the audience.

Mr. Joe Landrith, 2914 East 16th Street, Joplin, appeared in opposition to this request and explained that the original alley was blocked off by barricades. He showed the commissioners several photographs of this area, with one photo showing a manhole in the alley that lies six or eight inches below the original gravel height. His next photo shows the original barricade blocking of the alley so the commercial traffic couldn't go through. He would like this barricade to be replaced at the end of his property.

Mr. Joe Landrith's next photo shows the work that is being done, with the drainage problem that is occurring on the lot in this request. He explained that the 10,200 square foot building does not provide much room for drainage without being collected on the site. His next photo shows the silt fence the developer placed next to his chain link fence, with Mr. Kuehn building as close as possible to the street curb.

Mr. Joe Landrith understood that 10-foot fence is the minimum required by the City, and he expressed concern about the noise and looks. He would prefer a masonry wall with the privacy fencing being set on top of it. He asked if Mr. Kuehn could move the fence back 20 feet from the west property line, which would still allow space for parking.

Mr. Joe Landrith expressed concern about Mr. Kuehn beginning this construction work before the property was rezoned without discussing the proposed development with the neighbors. Mr. Landrith suggested that Mr. Kuehn provide at least a 10 to 20-foot buffer adjoining his residential

property. He stated that Mr. Kuehn has also located the trash dumpster adjacent to his property and suggested relocating the trash dumpster to another location along the alley.

Mr. Wesley Henderson, 2902 East 15th Street, Joplin, appeared in opposition to this request and stated that he previously objected to Mr. Kuehn not having a sufficient buffer zone before he purchased that property. At that time, one of the Council members offered for the City to abandon 16th Street to provide better access to the commercial property.

Mr. Henderson discussed the lack of northbound access to the property. He expressed concern about the amount of traffic to be generated through the alleyway and along 16th Street and Highview Avenue and back to the property for people who are traveling northbound.

Mr. Henderson asked about establishing a boundary to decide what property is going to be commercial, and what's not going to be commercial. He believed the only reason the developer purchased the property was because of a $10,000 sale price, with the developer probably investing more than that amount in the property already. He thought a parking lot would require 16 or 18 inches of base which has been invested.

Mr. Henderson would like to see 16th Street being closed and creating a cul-de-sac adjacent to the commercial property, along with closing the alleyway. He stated that if this parking lot is to be for employees only, that their only access to that parking lot should be through the alleyway instead of through the residential streets. He thought employees could drive in from the front and through the alleyway along the south side of the building, and into the parking lot.

Mr. Henderson explained that the City's map is not up to date, showing what has been rezoned and what has not been rezoned. He stated that the property in this request backs up directly behind a landlord who has built a new rental house, and that the landlord wouldn't have constructed the home here if he didn't believe some of the property in this area would stay residential.

Mr. Harrington asked Mr. Bolander if the setbacks and the fence and landscaping on the west side of the property in this request meet all the City's guidelines. He replied that it does meet the minimum requirements, but that the City staff always encourages people to do more if they can. In this case, the proposed development meets the minimum requirements of the City's zoning code.

Mr. Smith asked if the City's master plan shows commercial zoning all the way to Highview Avenue, and Mr. Bolander replied that is correct. This boundary is what has been accepted into the City's Comprehensive Plan.

Mr. Joe Landrith understood that the building will contain a CiCi's Pizza, but that he did not want a restaurant in that building.

Mr. Duncan asked about restaurants being allowed in District C-1. Mr. Bolander replied that restaurants are permitted in a light retail district such as C-1. He stated that the main difference between C-1 and C-3 zoning when it pertains to restaurants is that alcohol cannot be served by the drink in restaurants with C-1 zoning. District C-3 allows the serving of alcohol by the drink.

Mr. Duncan expressed concern about dealing with something that is halfway completed before it comes to this commission. He thought the Special Use Permits should be issued before any construction takes place.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 093-12.

Mr. Landrith would like to table the request so Mr. Kuehn and the neighbors can work out some agreement between themselves on the issues they have presented.

MR. LANDRITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 093-12 BE TABLED AT THIS TIME, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. LANDRITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. SMITH VOTING "NAY" (5 IN FAVOR, 2 OPPOSED, AND 0 ABSENT).

Mr. Harrington asked if the commissioners just table this request or forward it to the City Council with recommendation that the case be tabled. Mr. Bolander replied that it will be forwarded to the City Council with a recommendation that the case be tabled.

P & Z Case 093-12
Charlie Kuehn
(P & Z Recommended Tabling
this Case)

RESOLUTION NO. 2012-024

A RESOLUTION granting a Special Use Permit (First Request) to Charlie Kuehn for a parking lot located at 2916 East 16th Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on September 10, 2012, recommended that a Special Use Permit be granted to Charlie Kuehn for a parking lot located at 2916 East 16th Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on October 1, 2012, in compliance with said request;

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

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

Campbell's 1st, Lot 118, in the City of Joplin, Jasper County, Missouri.

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

1. This Special Use Permit is issued to Charlie Kuehn for the construction of a parking lot at 2916 East 16th Street.

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

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012.

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 1, 2012

ITEM: Council Bill No. 2012-016 authorizing and approving settlement and payment of a subrogation claim for property damages asserted against the City by Geico Indemnity Company on behalf of its insured Mark Graham.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2012-016.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 9-25-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 9-25-12
POLICE DEPT:	Lane Roberts	**DATE:** 9-25-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 9-25-12
H.R./RISK MGMT:	Reba Snavely	**DATE:** 9-25-12

INTRODUCTION:

This Council Bill approves settlement and payment of a subrogation claim filed by Geico Indemnity Company against the City of Joplin on behalf of its insured Mark Graham.

SUMMARY:

On June 1, 2012, Mark Graham was operating his 2003 Chevrolet Monte Carlo in an easterly direction along 7th Street (65 Highway) when a City Police Officer was traveling in a westerly direction along 7th Street near its intersection with Sergeant. The JPD Dispatch gave out a disturbance call and this Officer wanted to answer the call. It was necessary that he change direction to take the call, and, as he attempted to make a left turn onto Sergeant Street, he pulled out in front of Mr. Graham and a collision occurred. Mr. Graham's vehicle sustained considerable damage and he filed a claim for damages with his insurance company, Geico Indemnity Company. The insurance carrier settled the claim with its insured, and is now seeking subrogation recovery from the City of Joplin in the total amount of Five Thousand, Three Hundred Forty-Five Dollars, Fifty Cents ($5,345.50). Staff is of the opinion the City is responsible for this claim and should reimburse the insurance company for its expenses incurred on behalf of insured Mark Graham.

RECOMMENDATION:

Staff recommends passage of this Council Bill on an Emergency basis.

BWH:ab
attachment

COUNCIL BILL NO. 2012-016 ORDINANCE NO.

AN ORDINANCE authorizing and approving the settlement of a subrogation claim for reimbursement of property damages asserted by Geico Indemnity Company on behalf of its insured, Mark Graham, against the City of Joplin, said payment being in settlement of all claims arising out of a vehicular accident that occurred on or about June 1, 2012; authorizing the Director of Finance to pay out the total sum of Five Thousand, Three Hundred Forty-Five Dollars, Fifty Cents ($5,345.50) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

WHEREAS, the H.R./Risk Management Director and the City Attorney recommend payment of the total sum of Five Thousand, Three Hundred Forty-Five Dollars, Fifty Cents ($5,345.50) on behalf of insured Mark Graham, to Geico Indemnity Company, resultant from a subrogation claim for damages from a vehicular accident that occurred on or about June 1, 2012, at or near the intersection of 7th Street and Sergeant, in Joplin, Missouri, and involving a City employee.

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

Section 1. Approval of payment of settlement. The claim for subrogation recovery of property damages asserted by Geico Indemnity Company on behalf of its insured Mark Graham, and settlement of all claims hereinabove set forth which provides for the payment of Five Thousand, Three Hundred Forty-Five Dollars, Fifty Cents ($5,345.50), by the City of Joplin, Missouri, be, and the same is, hereby approved.

Section 2. Authorization for Director of Finance to expend funds. The Director of Finance of the City of Joplin, Missouri, is hereby authorized and directed to make payment in the amount of Five Thousand, Three Hundred Forty-Five Dollars, Fifty Cents ($5,345.50), to "Mark Graham and Geico Indemnity Company", in settlement of all subrogation claims as hereinabove set forth, upon the advice and recommendation of the City Attorney, said payment to be made from the Insurance Account and charged to Account No. 515-7501-500-5305.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance for the settlement and payment of damage claims, upon recommendation of the City Attorney, is considered an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: October 1, 2012

ITEM: Council Bill No. 2012-017 authorizing and approving settlement and payment of a subrogation claim for property damages asserted against the City by ANPAC on behalf of its insured Lisa Cleaveland.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2012-017.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 9-25-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 9-25-12
HEALTH DEPT:	Dan Pekarek	**DATE:** 9-25-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 9-25-12
H.R./RISK MGMT:	Reba Snavely	**DATE:** 9-25-12

INTRODUCTION:

This Council Bill approves settlement and payment of a subrogation claim filed by ANPAC (American National Property And Casualty Company) against the City of Joplin on behalf of its insured Lisa Cleaveland.

SUMMARY:

On April 16, 2012, Lisa Cleaveland was operating her 2011 Smart Car in a northerly direction along Pennsylvania Avenue near its intersection with 7th Street. An employee of the Health Department was operating a COJ truck traveling in an easterly direction on 7th Street near its intersection with Pennsylvania Avenue. Claimant told the investigating Police Officer that she had stopped at the intersection for the red light and when the light changed to green, she proceeded on into the intersection where she was struck by the COJ truck. The employee told the investigating Police Office that as he was proceeding through the traffic signal, the light turned red and he was unable to stop his vehicle in a timely manner in order to avoid a collision. Ms. Cleaveland's vehicle sustained considerable damage and she filed a claim for damages with her insurance company, ANPAC. The insurance carrier settled the claim with its insured, and is now seeking subrogation recovery from the City of Joplin in the total amount of Nine Thousand, Two Hundred Eighty Dollars ($9,280.00). Staff is of the opinion the City is responsible for this claim and should reimburse the insurance company for its expenses incurred on behalf of its insured Lisa Cleaveland.

RECOMMENDATION:

Staff recommends passage of this Council Bill on an Emergency basis.

BWH:ab
attachment

COUNCIL BILL NO. 2012-017 ORDINANCE NO.

AN ORDINANCE authorizing and approving the settlement of a subrogation claim for reimbursement of property damages asserted by ANPAC (American National Property And Casualty Companies) on behalf of its insured, Lisa Cleaveland, against the City of Joplin, said payment being in settlement of all claims arising out of a vehicular accident that occurred on or about April 16, 2012; authorizing the Director of Finance to pay out the total sum of Nine Thousand, Two Hundred Eighty Dollars ($9,280.00) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

WHEREAS, the H.R./Risk Management Director and the City Attorney recommend payment of the total sum of Nine Thousand, Two Hundred Eighty Dollars ($9,280.00) on behalf of insured Lisa Cleaveland, to ANPAC, resultant from a subrogation claim for damages from a vehicular accident that occurred on or about April 16, 2012, at or near the intersection of 7th Street and Pennsylvania Avenue, in Joplin, Missouri, and involving a City employee.

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

Section 1. Approval of payment of settlement. The claim for subrogation recovery of property damages asserted by ANPAC (American National Property And Casualty Companies) on behalf of its insured Lisa Cleaveland and settlement of all claims hereinabove set forth which provides for the payment of Nine Thousand, Two Hundred Eighty Dollars ($9,280.00), by the City of Joplin, Missouri, be, and the same is, hereby approved.

Section 2. Authorization for Director of Finance to expend funds. The Director of Finance of the City of Joplin, Missouri, is hereby authorized and directed to make payment in the amount of Nine Thousand, Two Hundred Eighty Dollars ($9,280.00), to "Lisa Cleaveland and ANPAC", in settlement of all subrogation claims as hereinabove set forth, upon the advice and recommendation of the City Attorney, said payment to be made from the Insurance Account and charged to Account No. 515-7501-500-5305.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance for the settlement and payment of damage claims, upon recommendation of the City Attorney, is considered an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012
Council Bill No. 2012-163
Item: Schifferdecker Aquatic Center
Originating Department: Parks and Recreation

Attachments: 1) Bid Summary
2) Council Bill No. 2012-163

Parks Department: Chris Cotten	Date: 9-25-12
Engineering Department: Jack Schaller	Date: 9-25-12
Department Head: David Hertzberg	Date: 9/25/12
Finance Department: Leslie Jones	Date: 9-25-12
City Attorney: Brian Head	Date: 9-25-12
City Manager: Mark Rohr	Date: 9-25-12

Recommended Action: Approval of an Award of Contract with RE Smith Construction in the amount of $5,227,000.00 for the Schifferdecker Aquatic Center project.

Background:
Water's Edge Aquatic Design was hired as the principal to oversee the new aquatic facility that will replace the current Schifferdecker Swimming Pool. They have reviewed past swimming pool projects for R.E. Smith which include the renovation of the Ewert and Cunningham facilities; as well as followed up on the references provided by R.E. Smith. As you can see by the attached bid award recommendation letter Water's Edge Aquatic Design supports moving forward with R.E. Smith Construction for the project.

Discussion:
Water's Edge Aquatic design prepared the design plans and specifications for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. 23 firms picked up plans and 4 firms submitted bids (see attached bid tabulations) opened on September 12, 2012. The low bid for the project was submitted by RE Smith Construction in the amount of $4,775,000.00. With the alternate bids the total amount is $5,227,000. In the event that there are unforeseen costs, the recommendation is to exclude Bid Alternate No. 1- the North Parking Lot. If need be, the north parking lot could be constructed independently at a later date. We have fast tracked this project in order to get Schifferdecker Aquatic Center opened by May of 2013.

Recommendation: This bid is within the Engineers Estimate. Staff recommends award of contract with RE Smith Construction in the amount of $5,227,000 for the Schifferdecker Aquatic Center project.

water's edge aquatic design llc

11205 W. 79th St.
Lenexa, KS 66214
t. 913.438.4538
f. 913.438.1465
www.wedesignpools.com

September 18, 2012

VIA E-MAIL

Mr. Chris Cotten
Director of Parks and Recreation- City of Joplin, MO
3010 W. 1st St.
Joplin, MO 64801

Re: Bid Recommendation
SCHIFFERDECKER AQUATIC CENTER
WEAD Project No. 12-502

Dear Chris:

As you are aware, bids for the Schifferdecker Aquatic Center were received September 12, 2012. Bids were received from four bidders, including Branco Enterprises, Crossland Construction Co., Dalton-Killinger Construction Co., and R.E. Smith Construction Co. Copies of the Bid Tabulation are attached for your records.

The apparent low bidder was determined to be R.E. Smith Construction Co., for the base bid and base bid plus all alternates. Following is a summation of their bid:

Base Bid:	$4,775,000.00
Additive Alternates:	
1. North Parking Lot	$109,000.00
2. Family Slide	$87,000.00
3. Open Flume Slide	$87,000.00
4. Climbing Wall	$24,000.00
5. Log Roll	$5,000.00
6. Interactive Play Area	$140,000.00
Total- Base Bid and Alts.	$5,227,000.00

R.E. Smith Construction Co. provided us a list of references and a list of projects, including previous work listed for the City of Joplin. We called several of the references and received positive feedback from those references. Consistent positive comments received from references included the following

- Dedicated to performing quality construction
- Dedicated to completing the project on time.
- Easy to work with.

- Communicated well with the owner and the design team.
- Handled changes and adversity well during construction.

Related projects completed by R.E. Smith include

- Cunningham Pool Reconstruction- Joplin, Missouri
- Ewert Pool Reconstruction- Joplin, Missouri
- Walton Aquatic Park- Nevada, Missouri
- Nixa Family Aquatic Center- Nixa, Missouri
- Pittsburg Aquatic Center- Pittsburg, Kansas
- Lamar Aquatic Park- Lamar, Missouri
- Chesterfield Aquatic Center- Springfield, Missouri

In addition, I spoke with the identified project manager, Richard Nepote. In my opinion, he has thoroughly thought through the project schedule and shared their sequence of construction to complete the project on time. He has verbally committed resources to undertake this size of project given the schedule allowed. He has also committed two experienced site superintendents familiar with aquatic center construction such as this.

We recommend the City enter into a contract with R.E. Smith Construction Company for the Base Bid amount and the Additive Alternates that can be afforded within the budget- which we believe is a majority, if not all. If the budget does not allow for all bid alternates, we recommend excluding Bid Alternate No. 1- the North Parking Lot. If need be, the north parking lot could be constructed independently from this contract- at a later date.

Please contact me with any questions, I would be glad to discuss our conclusions with you. We look forward to working with you and the City staff throughout the construction phase.

Sincerely,

Jeff Bartley, P.E.

Enclosures:
1) Bid Tabulation

Bid Tabulation - Schifferdecker Aquatic Center
Joplin, MO
WEAD Project No. 12-502

Bid Date: September 12, 2012

Contractor	Branco	Crossland	Dalton- Killinger	R.E. Smith
ADDENDUM 1	X	X	X	X
ADDENDUM 2	X	X	X	X
BID BOND	X	X	X	X
BASE BID	$4,788,000	$4,939,000	$4,943,680	$4,775,000
Additive Alternates:				
1. North Parking	$132,000	$132,000	$100,537	$109,000
2. Family Slide	$83,000	$80,000	$77,915	$87,000
3. Open Flume Slide	$83,600	$86,000	$83,269	$87,000
4. Climbing Wall	$24,000	$26,000	$25,295	$24,000
5. Log Roll	$7,500	$9,200	$8,925	$5,000
6. Interactive Play Area	$124,000	$127,000	$113,965	$140,000
TOTAL- BASE BID + ALTS.	$5,242,100	$5,398,200	$5,353,586	$5,227,000

COUNCIL BILL NO. 2012- 163 ORDINANCE NO.

AN ORDINANCE approving the contract with RE Smith Construction in the amount of Five Million Two Hundred Twenty Seven Thousand and no/100 Dollars ($5,227,000.00) for the Schifferdecker Aquatic Center project, 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 RE Smith Construction in the amount of Five Million Two Hundred Twenty Seven Thousand and no/100 Dollars ($5,227,000.00) for the Schifferdecker Aquatic Center project,

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractor shall be due the sum thereunder from the parks and storm water fund Account Number 130-6550-560-8505 Project TS0215.

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

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2012, by a _____ vote.

_____
Melodee Colbert- Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Council Bill 2012-163

I hereby certify that a sufficient amount is available in the Parks and Storm water Account Number 130-6550-560-8505 Project TS0215 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012
Council Bill No. 2012-165

Item: Award of Contract for Broadway Widening St. Louis to Florida
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Council Bill No. 2012-165
2) Location Map
3) Bid Summary

Engineernig Department: Jack Schaller	Date: 9-21-12
Department Head: David Hertzberg	Date: 9/24/12
City Manager: Mark Rohr	Date: 9-25-12
Finance Department: Leslie Jones	Date: 9-25-12
City Attorney: Brian Head	Date: 9-25-12

Recommended Action: Approval of Award of Contract with Snyder Construction Inc. for the Broadway Widening St. Louis to Florida.

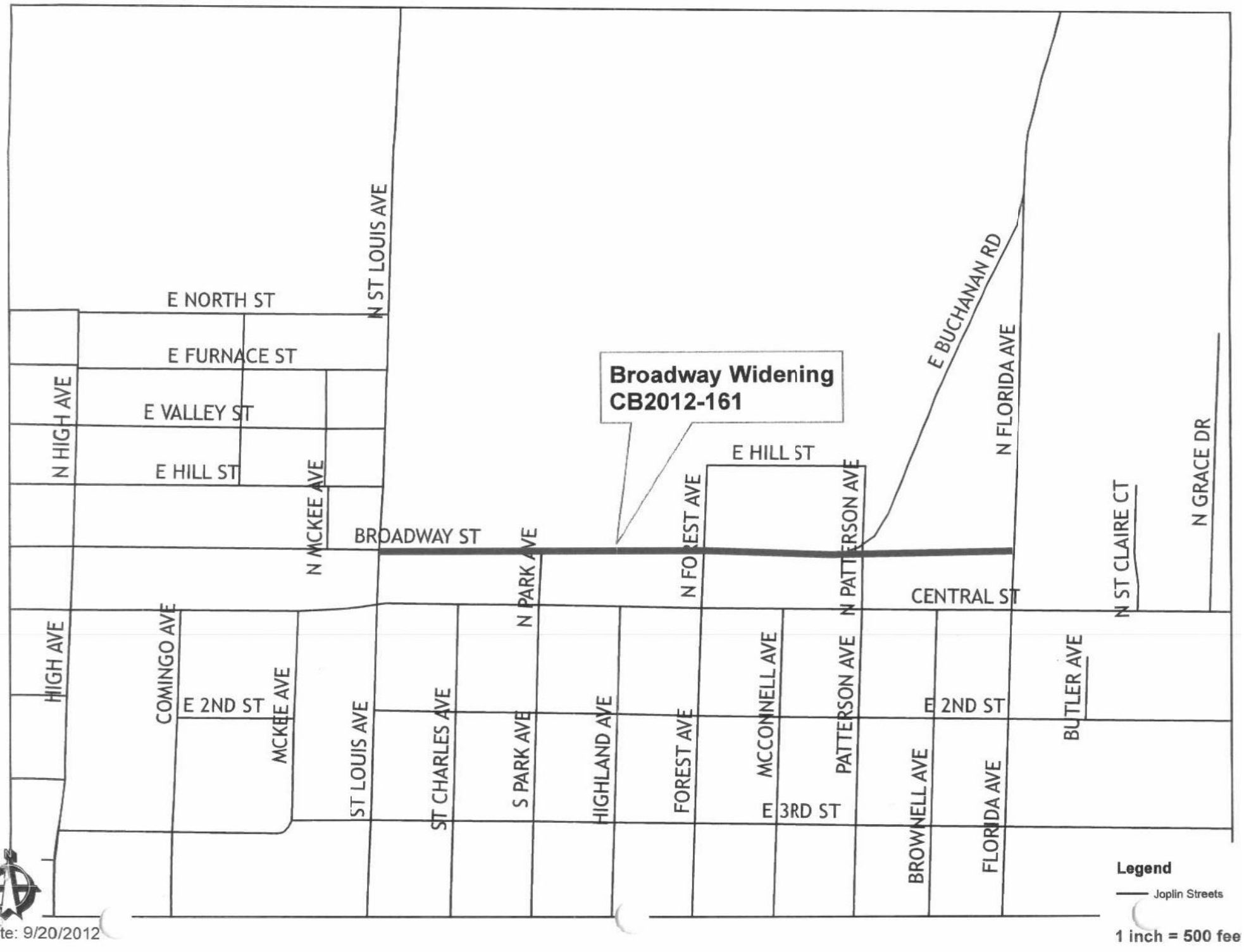
Background: Broadway from St. Louis to Buchanan is in need of widening from two lane roads to three lane roads. This project is included in the 3/8-cent Transportation Sales Tax that passed in 2004. This project will extend Broadway Ave to Florida Ave and reconfigure the access to Buchanan Road.

Discussion: City Engineering Staff prepared the design plans for the project.

A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a one days. Plans were picked up by 13 firms and 3 firms submitted bids (see attached bid tabulations) which were opened September 20, 2012.

The low bid for project was provided by Snyder Construction Inc. in the amount of $827,499.61 which was within the engineers estimate.

Recommendation: Approval of Award of Contract with Snyder Construction Inc. for the Broadway Widening St. Louis to Florida project.


Broadway Widening
CB2012-161
E NORTH ST
E FURNACE ST
E VALLEY ST
E HILL ST
N HIGH AVE
N MCKEE AVE
N ST LOUIS AVE
BROADWAY ST
E HILL ST
N FOREST AVE
N PATTERSON AVE
E BUCHANAN RD
N FLORIDA AVE
N ST CLAIRE CT
N GRACE DR
N PARK AVE
CENTRAL ST
HIGH AVE
COMINGO AVE
E 2ND ST
MCKEE AVE
ST LOUIS AVE
ST CHARLES AVE
S PARK AVE
HIGHLAND AVE
FOREST AVE
MCCONNELL AVE
PATTERSON AVE
E 2ND ST
BUTLER AVE
E 3RD ST
BROWNELL AVE
FLORIDA AVE
Legend
Joplin Streets
1 inch = 500 fee
Date: 9/20/2012

BID TABULATION

PROJECT: Broadway Widening St. Louis to Florida
DATE OF BID OPENING: September 20, 2012 10:00 a.m.

CONTRACTOR	BID
Snyder Construction	827,499.61
Sprouls Construction	880,024.20
Southard Construction	1,099,539.20

COUNCIL BILL NO. 2012- 165 ORDINANCE NO.

AN ORDINANCE approving a contract with Snyder Construction Inc. in the amount of Eight Hundred Twenty Seven Thousand Four Hundred Ninety Nine and 61/100 Dollars ($827,499.61) for the Broadway Widening St. Louis to Florida project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Snyder Construction Inc. in the amount of Eight Hundred Twenty Seven Thousand Four Hundred Ninety Nine and 61/100 Dollars ($827,499.61) for the Broadway Widening St. Louis to Florida project 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 Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650.

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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2012, by a _____ vote.

ATTEST: Melodee Colbert Keen, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

Council Bill

I hereby certify that a sufficient amount is available in the said Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Jones, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012
Council Bills No. 2012-166
Item: Joplin Creek Wastewater Collection System Improvements
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Bid Summary
3) Council Bill No. 2012-166

Engineering Department: Jack Schaller — Date: 9-21-12
Department Head: David Hertzberg — Date: 9/24/12
Finance Department: Leslie Jones — Date: 9-25-12
City Attorney: Brian Head — Date: 9-25-12
City Manager: Mark Rohr — Date: 9-25-12

Recommended Action: 1) Approval of an Award of Contract with Rosetta Construction in the amount of $1,577,355.00 for the Joplin Creek Wastewater Collection System Improvements.

Background: The Joplin Creek Public sewer line is a 30 inch clay pipe functioning as an interceptor for the Joplin Creek basin. Approximately 4300 acres of the City are served by the Joplin Creek Public interceptor line which was last improved in the 1970's. City staff has identified the need for increasing capacity in the existing system to reduce overflows and to comply with requirements stipulated in the City of Joplin's sanitary sewer permit.

Discussion: Allgeier Martin & Associates, Inc. prepared the design plans and specifications for the project. Phase 1 of the project consists of removing & replacing 1,353 L.F. of abandoned gravity sewer, replacing 9 manholes, installing one 120-inch diameter manhole, and junction box improvements. Phase 2 of the project consists of installing 2,042 L.F. of 36-inch diameter gravity sewer, including a 112 L.F. highway bore, and 7 manholes. Phase 3 of the project consists of installing 2,724 L.F. of 36-inch diameter gravity sewer, 8 manholes and the installation of one 120" diameter manhole. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Four firms submitted bids (see attached bid tabulations), which were opened on September 18, 2012.The low bid for this project was $1,577,355.00 submitted by Rosetta Construction. The bid was under the engineers estimate except for the highway bore. City Staff, Consultant, and Contractor are working together to replace the bore and reduce contract cost. The funds for the project will come from CDBG ($886,000) and Sanitary Sewer Fund Rehabilitation account ($691,355).

Recommendation: Staff recommends that a contract be awarded to Rosetta Construction in the amount of $1,577,355.00 for the Joplin Creek Wastewater Collection System Improvements.

WINDSOR ST
N CREST DR
N BRAMAR DR
MURPHY BLVD
W MURPHY BLVD
HAMPTON PL
N BYERS AVE
F ST
N MAIN ST
N LANDRETH AVE
E G ST
FRANKLIN DR
N SERGEANT AVE
N MOFFET AVE
E ST
N JACKSON AVE
D ST
N WALL AVE
N JOPLIN AVE
N MURPHY BLVD
C ST
E POOL ST
E NORTH ST
W B ST
N PEARL AVE
E VALLEY ST
E HILL ST
W A ST
BROADWAY ST
CENTRAL ST
W 1ST ST
E 1ST ST
S MURPHY BLVD
COMINGO AVE
E 2ND ST
E 2ND ST
W 2ND ST
E 2ND ST
JASPER ST
W 3RD ST
COX AVE
E 3RD ST
E 3RD ST
W 4TH ST
E 4TH ST
JACKSON AVE
SERGEANT AVE
WALL AVE
JOPLIN AVE
MAIN ST
VIRGINIA AVE
W 5TH ST
E 5TH ST
W 6TH ST
SCHOOL AVE
PENNSYLVANIA AVE
W 7TH ST
E 7TH ST
Legend
Joplin Streets
Proposed Sewer
Proposed Sewer
Joplin City Limits

Allgeier, Martin and Associates, Inc.
Consulting Engineers and Surveyors
7231 East 26th Street - Joplin, MO 64804
417.680.7200 Fax: 417.680.7300
www.amajoplin.com

City of Joplin, MO
Dept. of Public Works
602 S. Main Street
Joplin, MO 64801
417.624.0820 Fax:

Bid Tabulation
Joplin Creek Wastewater Collection System Improvements

PHASE 1

Item #	Description	Quantity	Unit	Rissetto Construction, LLC Springfield, MO		Radford Construction Raymore, MO		Sprouts Construction Lamar, MO		Pollock Construction Co Lamar, MO	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	0'-8' Deep Trench & Backfill for 30" Dia. Gravity Sewer	28	LF	$24.00	$660.00	$2.00	$60.00	$35.00	$875.00	$20.00	$560.00
2	8'-8' Deep Trench & Backfill for 30" Dia. Gravity Sewer	268	LF	$28.00	$7,504.00	$4.00	$1,072.00	$50.00	$13,400.00	$30.00	$8,040.00
3	8'-10' Deep Trench & Backfill for 30" Dia. Gravity Sewer	617	LF	$32.00	$26,144.00	$8.00	$4,932.00	$85.00	$52,105.00	$40.00	$32,680.00
4	10'-12' Deep Trench & Backfill for 30" Dia. Gravity Sewer	268	LF	$36.00	$9,648.00	$8.00	$2,144.00	$80.00	$21,448.00	$50.00	$13,400.00
5	30" Dia. Closed Profile PVC Gravity Sewer Pipe	25	LF	$68.00	$2,460.00	$102.00	$2,550.00	$60.00	$1,500.00	$150.00	$3,900.00
6	36" Dia. Closed Profile PVC Gravity Sewer Pipe	1,353	LF	$112.00	$161,536.00	$110.00	$148,830.00	$75.00	$101,475.00	$168.00	$224,568.00
7	Pressure Testing and Deflection Testing of 30" Dia. Gravity Sewer Pipe	25	LF	$1.00	$25.00	$3.00	$75.00	$5.00	$125.00	$4.00	$100.00
8	Pressure Testing and Deflection Testing of 36" Dia. Gravity Sewer Pipe	1,353	LF	$1.00	$1,353.00	$3.00	$4,059.00	$5.00	$6,765.00	$4.00	$5,412.00
9	Type I, 72" Dia. Manholes	9	EA	$6,000.00	$54,000.00	$6,000.00	$54,000.00	$7,000.00	$63,000.00	$6,500.00	$58,500.00
10	Type I, 72" Dia. Manholes	44.0	FT	$250.00	$11,000.00	$300.00	$13,200.00	$360.00	$15,840.00	$275.00	$12,100.00
11	Type II, 120" Dia. Manhole	1	LS	$20,000.00	$20,000.00	$18,500.00	$18,500.00	$18,000.00	$18,000.00	$20,750.00	$20,750.00
12	Hydrostatic Testing of Type I, 72" Dia. Manholes	9	EA	$250.00	$2,250.00	$350.00	$3,150.00	$400.00	$3,600.00	$300.00	$2,700.00
13	Hydrostatic Testing of Type II, 120" Dia. Manholes	1	EA	$250.00	$250.00	$500.00	$500.00	$500.00	$500.00	$400.00	$400.00
14	Asphalt Pavement Repair and Replacement	25	LF	$100.00	$2,500.00	$200.00	$5,000.00	$100.00	$2,500.00	$160.00	$4,000.00
15	Crushed Stone Pavement Repair and Replacement	25	LF	$8.00	$200.00	$68.00	$1,625.00	$75.00	$1,875.00	$25.00	$625.00
16	Type A Surface Restoration	1,378	LF	$1.00	$1,378.00	$5.00	$6,890.00	$12.00	$16,536.00	$5.00	$6,890.00
17	Connection to Existing Junction Box	1	LS	$1,500.00	$1,500.00	$6,000.00	$6,000.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00
18	Existing Junction Box (Sta. 9+72) Improvements	1	LS	$20,000.00	$20,000.00	$30,000.00	$30,000.00	$9,500.00	$9,500.00	$12,000.00	$12,000.00
19	Connection to Existing 36" Dia. D.I.P. (Sta. 13+03)	1	LS	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$5,500.00	$5,500.00
20	Installation of Proposed Manhole Over Existing Line	4	EA	$19,000.00	$40,000.00	$14,000.00	$56,000.00	$1,000.00	$4,000.00	$7,500.00	$30,000.00
21	Any Work Required for Perfection of Project Not Listed Elsewhere	1	LS	$55,000.00	$55,000.00	$80,000.00	$80,000.00	$25,000.00	$25,000.00	$73,400.00	$73,400.00
22	Replacement of Existing 27" Dia. RCP w/Proposed 27" Dia. Closed Profile PVC C	24	LF	$125.00	$3,000.00	$660.00	$15,200.00	$254.00	$6,000.00	$435.00	$10,464.00
	TOTAL PHASE 1 BID AMOUNT				$412,998.00		$459,747.00		$372,548.00		$532,559.00

PHASE 2

Item #	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	10'-12' Deep Trench & Backfill for 24" Dia. Gravity Sewer	53	LF	$36.00	$1,980.00	$8.00	$440.00	$90.00	$4,950.00	$50.00	$2,750.00
2	8'-8' Deep Trench & Backfill for 36" Dia. Gravity Sewer	12	LF	$28.00	$336.00	$4.00	$48.00	$80.00	$960.00	$55.00	$660.00
3	8'-10' Deep Trench & Backfill for 36" Dia. Gravity Sewer	8	LF	$32.00	$256.00	$8.00	$48.00	$55.00	$520.00	$55.00	$440.00
4	10'-12' Deep Trench & Backfill for 36" Dia. Gravity Sewer	1,040	LF	$36.00	$37,440.00	$8.00	$8,320.00	$80.00	$83,200.00	$55.00	$57,200.00
5	12'-14' Deep Trench & Backfill for 36" Dia. Gravity Sewer	788	LF	$40.00	$30,648.00	$10.00	$7,880.00	$120.00	$91,920.00	$70.00	$55,020.00
6	14'-16' Deep Trench & Backfill for 36" Dia. Gravity Sewer	161	LF	$44.00	$7,084.00	$12.00	$1,932.00	$160.00	$24,160.00	$75.00	$12,075.00
7	16'-18' Deep Trench & Backfill for 36" Dia. Gravity Sewer	56	LF	$48.00	$2,640.00	$14.00	$770.00	$220.00	$12,100.00	$80.00	$4,400.00
8	24" Dia. Closed Profile PVC Gravity Sewer Pipe and Pipe Bedding	55	LF	$87.00	$4,785.00	$100.00	$5,500.00	$50.00	$2,750.00	$297.00	$16,765.00
9	36" Dia. Closed Profile PVC Gravity Sewer Pipe and Pipe Bedding	2,042	LF	$102.00	$208,284.00	$110.00	$224,620.00	$75.00	$153,150.00	$301.00	$612,800.00
10	Pressure Testing and Deflection Testing of 24" Dia. Gravity Sewer Pipe	55	LF	$1.00	$55.00	$3.00	$165.00	$5.00	$275.00	$10.00	$550.00
11	Pressure Testing and Deflection Testing of 36" Dia. Gravity Sewer Pipe	2,154	LF	$1.00	$2,154.00	$3.00	$6,462.00	$5.00	$12,924.00	$10.00	$21,540.00
12	Type I, 72" Dia. Manholes	7	EA	$4,500.00	$31,500.00	$6,000.00	$42,000.00	$7,000.00	$49,000.00	$7,837.00	$54,859.00
13	Type I, 72" Dia. Manhole Extra Depth	53.7	FT	$250.00	$13,425.00	$300.00	$16,110.00	$350.00	$18,795.00	$426.00	$22,822.20
14	Hydrostatic Testing of Type I, 72" Dia. Manholes	7	EA	$250.00	$1,750.00	$350.00	$2,450.00	$400.00	$2,800.00	$500.00	$3,500.00
15	Bored Hwy Crossing for 36" Dia. Gravity Sewer Pipe in 54" Dia. Steel Casing Pip	112	LF	$2,900.00	$324,800.00	$2,600.00	$313,600.00	$3,400.00	$380,800.00	$3,316.00	$371,392.00
16	Asphalt Pavement Repair and Replacement	70	LF	$100.00	$7,000.00	$200.00	$14,000.00	$100.00	$7,000.00	$125.00	$8,750.00
17	Concrete Pavement Repair and Replacement	35	LF	$65.00	$2,800.00	$200.00	$7,000.00	$100.00	$3,500.00	$75.00	$2,625.00
18	Sod Placement	328	LF	$18.00	$5,188.00	$60.00	$19,680.00	$25.00	$8,075.00	$20.00	$6,460.00
19	Type A Surface Restoration	1,889	LF	$1.00	$1,889.00	$5.00	$9,345.00	$12.00	$20,028.00	$8.00	$13,352.00
20	Connection to Existing 36" Dia. D.I.P. (Sta. 19+03)	1	LS	$1,650.00	$1,800.00	$3,800.00	$3,800.00	$5,500.00	$5,500.00	$2,500.00	$2,500.00
21	Connection to Existing Manhole	1	LS	$1,800.00	$1,800.00	$2,800.00	$2,800.00	$3,000.00	$3,000.00	$2,700.00	$2,700.00
22	Any Work Required for Perfection	1	LS	$45,650.00	$45,650.00	$110,000.00	$110,000.00	$35,000.00	$35,000.00	$41,000.00	$41,000.00
23	4" Dia. Sch. 40 PVC Service Lateral Line	20	LF	$60.00	$1,200.00	$40.00	$800.00	$100.00	$2,000.00	$50.00	$1,000.00
	TOTAL PHASE 2 BID AMOUNT				$733,848.00		$794,485.00		$925,857.00		$1,322,865.00

PHASE 3

Item #	Description	Quantity	Unit	Rosetta Construction, LLC Springfield, MO		Redford Construction Raymore, MO		Sprouts Construction Lamar, MO		Pollatsek Construction Co Lamar, MO	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	8'-8' Deep Trench & Backfill for 36" Dia. Gravity Sewer	913	LF	$28.00	$27,244.00	$4.00	$3,652.00	$50.00	$45,650.00	$46.00	$44,788.00
2	8'-10' Deep Trench & Backfill for 36" Dia. Gravity Sewer	1,390	LF	$32.00	$44,480.00	$6.00	$8,340.00	$66.00	$90,350.60	$48.00	$66,720.00
3	10'-12' Deep Trench & Backfill for 36" Dia. Gravity Sewer	391	LF	$36.00	$12,898.00	$6.00	$2,388.00	$60.00	$25,680.00	$62.00	$13,772.00
4	36" Dia. Closed Profile PVC Gravity Sewer Pipe and Pipe Bedding	2,724	LF	$82.00	$223,368.00	$104.00	$283,296.00	$75.00	$204,300.00	$55.00	$149,820.00
5	Pressure Testing and Deflection Testing of 36" Dia. Gravity Sewer Pipe	2,724	LF	$1.00	$2,724.00	$3.00	$8,172.00	$6.00	$16,344.00	$3.00	$8,172.00
6	Type I, 72" Dia. Manhole	8	EA	$4,000.00	$36,000.00	$6,000.00	$48,000.00	$7,000.00	$56,000.00	$4,460.00	$35,200.00
7	Type I, 72" Dia. Manhole Extra Depth	16.2	FT	$500.00	$8,100.00	$300.00	$4,860.00	$350.00	$5,670.00	$526.00	$8,521.20
8	Type III, 120" Dia. Manhole	1	A	$8,600.00	$8,600.00	$16,000.00	$16,000.00	$18,000.00	$18,000.00	$20,760.00	$20,760.00
9	Hydrostatic Testing of Type I, 72" Dia. Manholes	8	EA	$250.00	$2,000.00	$350.00	$2,800.00	$400.00	$3,200.00	$300.00	$2,400.00
10	Hydrostatic Testing of Type III, 120" Dia. Manholes	1	EA	$250.00	$250.00	$500.00	$500.00	$600.00	$600.00	$400.00	$400.00
11	Concrete Encasement of a 36" Dia. Gravity Sewer	30	LF	$150.00	$4,500.00	$300.00	$9,000.00	$180.00	$5,400.00	$100.00	$3,000.00
12	Crushed Stone Pavement Repair and Replacement	750	LF	$8.00	$6,000.00	$35.00	$26,250.00	$75.00	$56,250.00	$4.00	$3,780.00
13	Bed Placement	169	LF	$16.30	$2,544.00	$50.00	$7,950.00	$25.00	$3,975.00	$20.00	$3,180.00
14	Type A Surface Restoration	1,818	LF	$1.30	$1,815.00	$5.00	$9,075.00	$12.00	$21,780.00	$4.00	$7,268.00
15	Installation of Proposed Manhole over Existing line	1	EA	$4,000.00	$4,000.00	$14,000.00	$14,000.00	$1,000.00	$1,000.00	$6,500.00	$6,500.00
16	Any Work Required for Perfection of the Project, Not Listed Elsewhere	1	LS	$40,000.00	$40,000.00	$95,000.00	$95,000.00	$25,000.00	$25,000.00	$42,971.00	$42,971.00
17	4" Dia. Sch. 40 PVC Service Lateral Line	150	LF	$50.00	$6,600.00	$40.00	$6,000.00	$100.00	$15,000.00	$50.00	$7,500.00
	TOTAL PHASE 3 BID AMOUNT				$439,871.00*		$536,523.00		$561,298.60		$425,858.20
	TOTAL PHASES 1, 2, 3 AMOUNT				$1,977,365.40		$1,736,596.00		$1,988,285.00		$2,276,458.60

Note: * Denotes a mathematical error.

This is to certify that on September 19, 2012 at 2:00 p.m., at the office of City Hall in Joplin, Missouri, publicly opened, read aloud, checked, and the above totals are correct as to additions and the bids were accompanied by acceptable bidders' bonds and/or cashier's checks.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers - Joplin, Missouri

John Briggs, P.E.

PHASE 4

Item #	Description	Quantity	Unit	Rosetta Construction Springfield, MO	
				Unit Price	Extension
1	12" Dia. CIPP Liner (11 mm Min.)	1,144	LF	$74.00	$84,656.00
2	24" Dia. CIPP Liner (21 mm Min.)	90	LF	$279.00	$25,110.00
3	27" Dia. CIPP Liner (24.5 mm Min.)	2,680	LF	$176.00	$471,680.00
4	30" Dia. CIPP Liner (27 mm Min.)	298	LF	$268.00	$79,864.00
5	Pressure Testing of 12" Dia. Gravity Sewer Pipe	1,144	LF	$0.25	$286.00
6	Pressure Testing of 24" Dia. Gravity Sewer Pipe	90	LF	$0.25	$22.50
7	Pressure Testing of 27" Dia. Gravity Sewer Pipe	2,680	LF	$0.25	$670.00
8	Pressure Testing of 30" Dia. Gravity Sewer Pipe	298	LF	$0.25	$74.50
9	Replacement of Existing Manhole Frame and Covers	2	EA	$2,000.00	$4,000.00
10	Rehabilitation of Existing 72" dia. Manholes using a Cementitious Liner	31.0	VF	$300.00	$9,300.00
11	Hydrostatic Testing of Type I, 72" Dia. Manholes	2	EA	$250.00	$500.00
12	Asphalt Pavement Repair and Replacement	10	LF	$100.00	$1,000.00
13	Point Repair for 27" Dia.Pipe Under 10' Deep	2	EA	$3,000.00	$6,000.00
14	Point Repair for 27" Dia.Pipe Over 10' Deep	2	EA	$4,800.00	$9,600.00
15	Any Work Required for Perfection of the Project, Not Listed Elsewhere	1	LS	$73,000.00	$73,000.00
	TOTAL PHASE 4 BID AMOUNT				$784,982.00

PHASE 4 ALTERNATE BID

Item #	Description	Quantity	Unit	Rosetta Construction Springfield, MO	
				Unit Price	Extension
1	12" Dia. CIPP Liner (11 mm Min.)	1,144	LF	$75.00	$85,800.00
2	Sliplining of Existing 24" Dia. Pipe with 21" Dia. Closed Profile PVC	90	LF	$80.00	$8,100.00
3	Sliplining of Existing 27" Dia. Pipe with 24" Dia. Closed Profile PVC	2,680	LF	$105.00	$281,400.00
4	Slipliining of Existing 30" Dia. Pipe with 27" Dia. Closed Profile PVC	298	LF	$135.00	$40,230.00
5	Pressure Testing of 12" Dia. Gravity Sewer Pipe	1,144	LF	$0.25	$286.00
6	Pressure Testing of 21" Dia. Gravity Sewer Pipe	90	LF	$0.25	$22.50
7	Pressure Testing of 24" Dia. Gravity Sewer Pipe	2,680	LF	$0.25	$670.00
8	Pressure Testing of 27" Dia. Gravity Sewer Pipe	298	LF	$0.25	$74.50
9	Replacement of Existing Manhole frame and covers	2	EA	$2,000.00	$4,000.00
10	Rehabilitation of Existing 72" Dia. Manholes	31.0	VF	$300.00	$9,300.00
11	Hydrostatic Testing of Type I, 72" Dia. Manholes	2	EA	$250.00	$500.00
12	Asphalt Pavement Repair and Replacement	10	LF	$100.00	$1,000.00
13	Point Repair Under 10' Deep	2	EA	$3,000.00	$6,000.00
14	Point Repair Over 10' Deep	2	EA	$4,800.00	$9,600.00
15	Any Work Required for Perfection of the Project Not Listed Elsewhere	1	LS	$60,000.00	$60,000.00
	TOTAL PHASE 4 ALTERNATE BID AMOUNT				$496,383.00

This is to certify that on September 19, 2012 at 3:00 p.m., at the office of City Hall in Joplin, Missouri, publicly opened, read aloud, checked, and the above totals are correct as to additions and the bids were accompanied by acceptable bidders' bonds and/or cashier's checks.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers - Joplin, Missouri

John Briggs, P.E.

COUNCIL BILL NO. 2012- 166 ORDINANCE NO.

AN ORDINANCE approving the contract with Rosetta Construction in the amount of One Million Five Hundred Seventy Seven Thousand Three Hundred Fifty Five and no/100 Dollars ($1,577,355.00) for the Joplin Creek Wastewater Collection System Improvements Phase 1 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 with Rosetta Construction in the amount of One Million Five Hundred Seventy Seven Thousand Three Hundred Fifty Five and no/100 ($1,577,355.00) is hereby approved for the Joplin Creek Wastewater Collection System Improvements Phase 1.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractor shall be paid from the sewer repair fund and CDBG funds, Account Numbers 415-4542-540-8675 and 150-1501-570-7440

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

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2012 by a _____vote

_____
Melodee Colbert - Keen, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in Account Numbers 415-4542-540-8675 and 150-1501-570-7440 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2012
Council Bill No. 2012-167

Item: Consultant Agreement, Bridges over 20th & 15th Street Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Time Schedule and Estimate of Engineering Costs
3) Council Bill No. 2012-167

Engineering Department: Jack Schaller JS	Date: 9-24-12
Department Head: David Hertzberg DKH	Date: 9/24/12
City Attorney: Brian Head	Date: 9-25-12
City Manager: Mark Rohr MR	Date: 9-25-12
Finance Department: Leslie Jones LJ	Date: 9-25-12

Recommended Action: Approval of Consultant Agreement with Transystems Corporation not to exceed the amount of $1,016,000.00 for professional design services for the Bridges over 20th & 15th Street Project.

Background: The 20th Street Grade Separation DOT Crossing Number 33057L is a highway-rail grade crossing with track that is maintained by Kansas City Southern Railway on the Heavener Subdivision of the Midwest Division. Approximately 15 trains per day travel over this highway-rail grade crossing with speeds up to 50. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing lights.

It is projected that the number of trains passing through this intersection will increase to 29 per day in 20 years. 20th Street is also designated as a major commercial and transportation corridor. The current AADT at this crossing is approximately 18,000 vehicles. Over the next ten years, the AADT is expected to grow by 2% per year which translates to 22,000 AADT in ten years.

In order to reduce delay and enhance safety for train operators and highway users, separating the crossing grade is necessary. The design will take into consideration pedestrian and bicycle amenities.

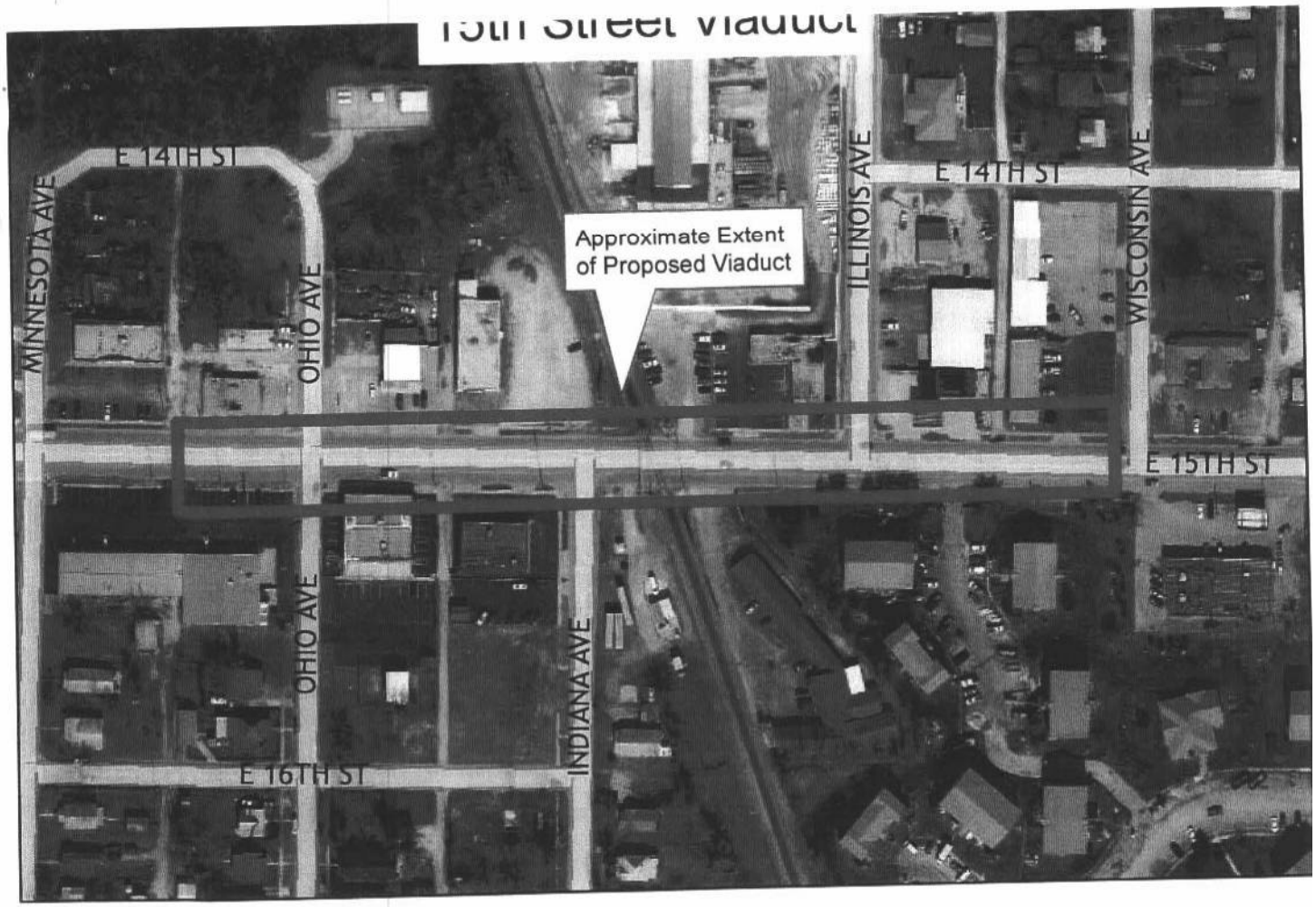
The 15th Street Grade Separation DOT Crossing Number 33055X is highway-rail grade crossing with track that is maintained by Kansas City Southern Railway on the Heavener Subdivision of the Midwest Division. The basic characteristics of this crossing are similar to those on the 20th Street Crossing. Approximately 15 trains travel over this highway-rail grade crossing each day with typical speeds up to 50 mph. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing lights.

It is projected that the number of trains passing through this intersection will increase to 29 per day. The current AADT at this crossing is approximately 8,000 vehicles. Over the next ten years, it is expected to grow by 2% per year which translates to 9,600 AADT in ten years.

The surrounding land uses at this crossing are primarily commercial, so reducing delay and enhancing the safety of highway users is necessary. The most effective solution would be constructing a grade separation. The design will incorporate pedestrian and bicycle amenities. The amount of funding will dictate if the 15th Street bridge can be constructed and if so, to what extent. Currently there is a funding shortfall for this particular bridge. Staff will continue to seek cost saving designs as well as seek any additional funding sources.

Discussion: City staff requested and received qualifications from six local engineering firms for professional survey, design and geo tech services of this improvement. The staff recommends Transystems Corporation to provide the service. Attached is the consultant agreement with the schedule and scope of work. This includes a not to exceed amount of $1,016,000.00 which falls within industry standards for consulting costs.

Recommendation: Consultant Agreement with Transystems Corporation not to exceed the amount of $1,016,000.00 for professional survey, design and geo tech services for the Bridges over 20th and 15th Street Project.


15th Street Viaduct
E 14TH ST
MINNESOTA AVE
OHIO AVE
ILLINOIS AVE
E 14TH ST
WISCONSIN AVE
Approximate Extent of Proposed Viaduct
E 15TH ST
OHIO AVE
INDIANA AVE
E 16TH ST


20th Street Viaduct
E 19TH ST
ILLINOIS AVE
MICHIGAN AVE
E 19TH ST
KANSAS AVE
S NEW HAMPSHIRE AVE
E 20TH ST
WISCONSIN AVE
Approximate Extent of Proposed Viaduct

AGREEMENT BETWEEN
The City of Joplin, Missouri and
TranSystems Corporation
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____,2012, by and between _____ (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Design of two railroad overpass: One on 20th Street over the KCS Railroad, and the second on 15th Street over the KCS Railroad: *as more fully described in Exhibit A attached hereto and incorporated herein by this reference;* hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

SECTION 1
BASIC SERVICES OF TRANSYSTEMS

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2
ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Notwithstanding the foregoing, when required by the "Contract Documents" (as such term is defined in Section 8.2 below) in circumstances beyond TRANSYSTEMS control, TRANSYSTEMS shall perform or obtain from others Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and TRANSYSTEMS will be paid therefore as provided in Section 5, any of the following: Services in connection with contract amendments or work directives, drawing or specification revisions required by substitutions or field changes, services resulting from delays due to work damage, defective or neglected work, default by any contractor, or other third party or contractor delays.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3
CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any

defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4
PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. Completion dates for specific elements of service are contained in Exhibit A to this contract. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5
TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

The maximum fee for basic design services shall be $1,016,000, with invoicing at hourly rates contained in Exhibit B attached to this contract.

The maximum fee for Construction Related Services shall be $710,000, with invoicing at hourly rates contained in Exhibit B attached to this contract. TranSystems shall not proceed with Construction Related Services unless the City of Joplin issues written authorization to proceed. Written authorization may include an amendment for a reduction in scope.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. In addition to payments provided for in paragraph 5.1.1, CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect. For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred: The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after g'ving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services.

In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6
OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7
GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic

deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety

programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

(a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
$500,000/$500,000/$500,000

(b) Comprehensive Automobile Liability
$1,000,000 combined single limit Bodily Injury and Property Damage

(c) Comprehensive General Liability

$1,000,000 -	per occurrence
$2,000,000 -	annual aggregate
$2,000,000 -	product / completed operations per occurrence
$1,000,000 -	personal injury / advertising liability

(d) Umbrella/Excess Liability

$1,000,000 -	per occurrence
$1,000,000 -	annual aggregate

(e) Professional Liability Insurance in an amount of $1,000,000 per claim and $2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, it's employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions or [Add applicable sections from "Additional/Alternate contract terms"]

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description, Basic Services and Schedule
Exhibit B - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:
[CLIENT's Name]
[CLIENT's Address]

Attention:

If to TRANSYSTEMS:

Shawn Turner,
Vice President
2400 Pershing Road
Suite 400
Kansas City, MO 64108

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 200_____.

_____

TranSystems Corporation

By:
Printed Name:
Title:

By:
Printed Name:
Title:

EXHIBIT "A"
Basic Services and Schedule

OVERVIEW

The project limits for this contract are as follows:

1. Design an overpass at 20th Street and the KCS Railroad. This will be '4 lanes over' the existing railroad. M-150, retaining walls, and roadway ramps.
2. Design an overpass at 15th Street and the KCS Railroad. This will be '2 lanes over' the existing railroad, with 2 outside lanes continuing over the tracks.

PHASE I
PRELIMINARY PLANS

TASK 100: FIELD SURVEYS / BASEMAPPING:

101 Coordinate and manage survey tasks to maintain schedule and completion of a preliminary survey planimetric base map, tin model (DTM) and Existing Right-of-Way base map.

102 Establish project Horizontal Control Points. Horizontal Project Datum would be referenced to Missouri State Plane Coordinate System, NAD 1983 (HARN), West Zone Datum.

103 Establish Vertical Project Benchmarks. Vertical Project Datum would be referenced to North American Vertical Datum 1988 (NAVD88). Project Benchmarks will be established at approximately 1000' intervals and at intersections of cross streets.

104 Conduct and locate field survey information for the following:

- Full planimetric and topographic survey for a corridor width of 350' from the existing Kansas City Southern Railway (KCS) approximately 2,000 linear feet East, and 2,000 linear feet West. Survey will include, but not limited to edge of pavement, edge of shoulders, centerline (crown grade) of eastbound and westbound lanes, drainage structures, utilities, utility witness markers, fences, ground elevations, trees (8" diameter or larger), natural ground breaks and flow lines, etc.
- Hard Shots (centerline, edge of pavement and edge of shoulder) along the entire length of the corridor. Hard shots will be gathered at the construction joints +/- 50' intervals along this corridor.
- Preparation of a planimetric base map at a drawing scale of 1"=50' and 1 foot contours for the Digital Terrain Model (DTM) according to MoDOT Standards.

105 Coordinate with utility locators and Missouri One-Call to identify the existing utilities within the survey limits. Field survey crews will locate all field marks (paint and flags) to provide an approximate location on project base map. Coordinate with private owners for possible private owned utility lines if applicable.

106 Research and obtain Title Reports (O&E&E's) with all supportive documentation such as the last Deed of record for the adjacent properties along the project corridor.

107 Recover, locate and reestablish section corners where applicable to project. Search, recover and locate existing physical evidence and property corners to establish existing Right of Way for 15th Street, 20th Street and the KCS Railroad along the project corridor. Prepare an Existing Right of Way, Ownership Base Map using a combination of the Title Reports (O&E&E's) with all supportive documentation, KCS Right-of-Way plans, field survey data and existing survey's of record.

108 Establish existing centerline for 15th Street and 20th Street. Field crew will stake approximately 4 POT's along the project corridor for future use during construction.

109 Coordinate miscellaneous field check of existing planimetric base map for accuracy.

110 Establish and record the necessary documentation for the recovered existent or reestablished section corners for the project.

111 Stake geotechnical borings at proposed retaining wall and proposed bridge locations where borings are needed (approximately 20 at each of the two locations)

112 Project survey administration (including additional meetings with prime consultant).

113 Conduct and prepare Temporary Construction Easement descriptions and new permanent Right of Way descriptions according to MoDOT Specifications for affected tracts. Estimation of 1 description will need to be prepared per affected tract and written one time only.

114 Preparation and submittal of a Preliminary Location Survey, according to MoDOT Specifications, of the proposed Temporary Construction Easements and new Right of Way for inclusion with the Right of Way Plan Sheets submittal. Preparation of the Final Location Survey.

TASK 200: ROADWAY:

201 Conceptual layouts of typical sections and horizontal/vertical alignments

202 Roadway personnel meet with the City and KCSR to obtain concurrence of typical sections and horizontal/vertical alignments and finalize design criteria.

203 Coordinate preparation of project base map with surveyors.

204 Coordinate locations of soil borings with geotech. Place soil boring information onto vertical alignments once received.

205 Refine horizontal and vertical alignments. Plan to accommodate sidewalks on 20th Street portion of the project.

206 Prepare and submit Design Exception Sheet.

207 Calculate drainage areas for all proposed cross road pipes, curb inlets and field inlets in the proposed area.

208 Review adequacy of the existing ditches in project corridor.

209 Layout overall storm sewer plan in the proposed project area. Size inlets, manholes, storm pipes and cross road structures.

210 Design ditches and swales in areas not draining to curb inlets in the proposed project area.

211 Design permanent erosion control measures at outlets of storm sewer pipes.

212 Refine preliminary cross sections and proposed retaining walls.

213 Assist in the development of the preliminary construction sequencing plan for City review.

214 Prepare the following preliminary plans (22" X 34" Sheets):

- Title Sheet
- Typical Sections
- Plan/Profile Sheets (1" = 50')
- Storm Sewer Profiles
- Cross Section (50' Intervals)
- Traffic Control Plans and Details

215 Calculate and check preliminary quantities.

216 Prepare Opinion of Probable Construction Costs.

217 Quality control review plans and opinions of probable construction cost.

218 Submit preliminary plans and opinions of probable construction cost to the following entities:

- City (4 half size paper copies of plans and copy of the probable construction costs). PDF's of these plans will also be sent to MoDOT.

- KCSR (1 half size copy of plans and copy of the probable construction costs).
- "Record as Sent" set.

219 Roadway personnel to lead, coordinate, and plan the one combined review meeting, write and distribute meeting minutes. (Field Check)

220 Site visits (2).

221 Engineering personnel attend progress meetings with City (Average of 2 progress meetings per month – including meeting minutes). Note: 1 of these meetings are already noted above in Task 202.

222 Coordinating activities with subconsultants (transfer of files, sketches, e-mails, phone, etc.).

223 Project administration/management. Project set-up, invoices, monthly progress reports, coordination with project disciplines, project budget and schedule monitoring, etc.

TASK 300: TRAFFIC:

301 Prepare Traffic Control Plan, which will designate temporary signage and detours.

TASK 400: BRIDGE AND MSE WALLS:

401 Conduct a Site Visit with other disciplines and stakeholders prior to commencement of preliminary design.

402 Prepare Design Criteria summary for City approval.

403 Perform a Superstructure Type Study to develop framing concepts and structure configuration (depth, geometry and layout basics)

404 Perform a Substructure Type Study to confirm type of foundation and estimated foundation loads to be provided to geotechnical engineer.

405 Prepare Preliminary Construction Cost Estimate.

406 Prepare MoDOT Bridge Memorandum for approval.

407 Prepare Report of Bridge Survey for MoDOT records.

408 Prepare Structure Number Request Letter and Exhibits.

409 Prepare Design Layout for Bridge to verify and detail bridge geometry for TS&L use.

410 Prepare Bridge TS&L Plans for MoDOT approval.

411 Prepare Design Layout for North Walls for MoDOT approval.

412 Prepare North Wall TS&L Plans for MoDOT approval.

413 Prepare Design Layout for South Wall for MoDOT approval.

414 Prepare South Wall TS&L Plans for MoDOT approval.

415 Attend Meeting at MoDOT and/or Kansas City Southern Railway (one meeting for one bridge personnel per month of the preliminary design phase of the project).

416 Coordination with the TranSystems team Geotechnical Engineer to provide design requirements and confirm existing conditions and geotechnical design parameters. The TranSystems team geotechnical engineer will provide the recommendations that will be followed for design.

TASK 500: ENVIRONMENTAL: The City has indicated that a Categorical Exclusion (CE) for this project has been obtained. TranSystems will provide, as requested, support to revisit environmental issues to be sure the preliminary and final design conform to the impacts associated with the original assumptions. This revisit of previous work is assumed to be minor and the fees are covered in the other items of this scope. Work in addition to this 'revisit' will be considered additional services.

PHASE II
FINAL PLANS AND CONSTRUCTION SERVICES

TASK 700: ROADWAY:

701 Incorporate City, KCSR and MoDOT comments from Field Check into plan set.
702 Finalize all hydraulic analysis including storm sewer and cross road structure designs.
703 Assist in the preparation (quantities, sketches, engineering information, etc.) of the environmental permit (NPDES)
704 Finalize design of erosion control measures.
705 Prepare the following final plans (22" X 34" Sheets):

- Title Sheet
- Typical Sections (Including Alternate Pavement Design)
- Quantity Summary Sheets (MoDOT "3" Sheets)
- Quantity Summary Sheets for Alternate Pavement Section (MoDOT "3" Sheets)
- Plan/Profile Sheets – MoDOT Roadways (1" = 50')
- Reference Points Sheets
- Coordinate Point Sheet
- Pavement/Curb Layout Sheets
- Approach Slab Sheets
- Guardrail Layout Sheets
- Intersection Layout Sheets
- Concrete Joint Layout Sheets
- Traffic Control Sheets
- Erosion Control Sheets
- Lighting Plan (no lighting anticipated or included in this scope of services)
- Signals/Signing/Pavement Marking (No signals are anticipated or included in this scope of services)
- Culvert Section / Storm Sewer Profile Sheets
- Drainage Data Sheet
- Cross Sections (50' Intervals)

706 Calculate and check final quantities.
707 Prepare Job Special Provisions (JSP's) and assist in the preparation of the bid documents.
708 Update the opinion of probable construction cost utilizing the MoDOT Estimate Program (Estimate 2000).
709 Submit final plans and opinions of probable construction cost to the following entities:

- KCSR (1 half size copy of plans, 1 copy of the specifications and a copy of the probable construction costs).
- City (4 half size copies of plans, 1 copy of the specifications and copy of the probable construction costs). PDF's of these plans will also be sent to MoDOT.
- "Record as Sent" set.
- All electronic plans deliverables will be submitted per the Engineering Policy Guide (EPG) for letting (including DGN and PDF files on a CD).

710 Engineering personnel to lead, coordinate, and plan one combined final review meeting with KCSR and City.
711 Incorporate KCSR and City comments into plan set.
712 Site visits (1).
713 Provide QA/QC check on roadway plans, special provisions and quantities.
714 Roadway personnel attend project meetings (including with subconsultants, MoDOT and/or KCSR).

(Average of 2 meetings per month from Field Check to Final Plans submittal – includes meeting minutes). Note: 1 of these meetings are already noted above in Task 711.

715 Coordinating activities with subconsultants (transfer of files, sketches, e-mails, phone, etc.).

716 Project administration/management. Invoices, monthly progress reports, coordination with project disciplines, project budget monitoring, etc.

717 Roadway personnel to attend Pre-Bid Meeting.

718 Answer written Contractor questions.

719 Assist MoDOT in preparation of an Addendum (if required).

Construction Phase Tasks (part of basic services):

720 Attendance at pre-construction meeting

721 Review roadway related shop drawings.

722 Review of other Contractor construction submittals

723 Site visits during construction (2)

724 Respond to Contractor's Request of Information (RFI's)

725 Provide Record Drawings for the roadway plans

TASK 900: BRIDGE AND MSE WALLS:

901 Perform Bridge Slab Design

902 Perform superstructure Design for the bridge

903 DL Deflections, Blocking and Camber

904 Develop Detailed Design Sketches for Flared Framing if needed.

905 Diaphragm Design for steel plate girder bridge, if selected.

906 Misc Girder Details including diaphragms, stiffeners, blocking and camber if needed

907 Prepare a Bearing Design for the Bents

908 Perform End Bent Design

909 Pier Cap and Column Design for a simple column group with cap style design

910 Pier Footing Design for column group style bent

911 Perform a Deck Drainage Design analysis

912 Perform Engineering Design Checks by qualified bridge engineer

913 Final Plans will be prepared and may include:

- Title Sheet
- General Plan and Elevation
- General Notes and Quantities
- Substructure Layout
- Boring Data (boring locations shown on plans, logs will be provided in JSP, logs for only the bridge borings will be drawn on sheets)
- End Bents
- End Bents, Details
- Piers

- Vertical Drain and End Bents
- Bearings
- Framing Plan
- Steel Girder Details
- Girder Blocking and Camber
- Theoretical Slab Haunching
- Intermediate Diaphragm Details
- Slab Plan
- Slab Details
- Precast Prestressed Panels
- Slab Pouring Sequence
- Bottom of Slab Elevations
- Slab Drain Details
- Safety Barrier Curb Details
- Safety Barrier Curb Details at End Bents
- Optional Slip Form Safety Barrier Curb
- Bill of Reinforcing Steel
- As Built Pile Data
- North Wall General Plan and Elevation
- North Wall General Notes and Quantities
- North Wall Boring Locations Drawing (Logs will NOT BE DRAWN)
- North Wall Typical Sections
- South Wall General Plan and Elevation
- South Wall General Notes and Quantities
- South Wall Boring Locations Drawing (Logs will NOT BE DRAWN)
- South Wall Typical Sections
- MSE Wall Special Details
- MSE Wall Barrier Curb Details
- Bridge Approach Slab Plans

914 Attend MoDOT and/or KCSR Meetings (one meeting per month for one bridge representative)

915 Attend Pre-Bid and Pre-Construction Meetings (one bridge engineer attending one meeting per activity)

916 Prepare Working Day Schedule

917 Prepare Construction Cost Estimate to insert into overall project estimate

918 Prepare Job Special Provisions for work not covered by Missouri Standard Specifications for Highway Construction, 2004 Edition.

919 Consultation During Bidding to respond to questions during the letting process.

920 Quantity Calculations prepared in accordance with MoDOT bid items and checked by qualified individual per MoDOT process.

921 QC and Review Comments addressed to respond to MoDOT comments and reissue plans during the project development process.

922 Prepare Bridge Rating Summary and SIA data for MoDOT systems input. Virtis model will not be prepared. Bridge Rating will be done in compliance with the MoDOT requirements.Quality Assurance review and approval of the plans by TranSystems senior level structural engineer registered in Missouri.

924 Consultation During Construction to respond to questions during construction. Effort not including site visits during construction or attendance at construction meetings.

925 Shop Drawing Reviews. Assist MoDOT in the approved of shop plans (will be provided to MoDOT in 11 x

17 or pdf format).

926 Provide Record Drawings for the bridge plans

TASK 1000: ENVIRONMENTAL: The City has indicated that a Categorical Exclusion (CE) for this project has been obtained. TranSystems will provide, as requested, support to revisit environmental issues to be sure the preliminary and final design conform to the impacts associated with the original assumptions. This revisit of previous work is assumed to be minor and the fees are covered in the other items of this scope. Work in addition to this 'revisit' will be considered additional services. The only environmental permit anticipated for this project is the NPDES permit for Stormwater Management.

TASK 1100: CONSTRUCTION MANAGEMENT:

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.

TranSystems will provide an on-site inspector that will report directly to the City Engineer. It is envisioned that the City or others will provide all of the on and off-site inspections (compaction, concrete, asphalt plant, concrete plant, fabrications, etc).

Schedule: It is anticipated that the contractor will take fifteen months to complete the work.

The primary tasks shall consist of the following items:

1101 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, KCSR, and affected business and property owners
- Serve as the main point of contact between the business / property owners/City and MoDOT. 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.

1102 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
- Striping & Signing
- Lighting
- 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-thru'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

1103 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.
- Complete and submit to MODOT the final paperwork required by the contract documents.
- Attend one (1) final close out meeting.

Deliverables

All full size plan sets will be reproduced on 11" x 17" Bond Paper (half size)..

- Eight (8) copies of various preliminary plan sets (half size) for review by the KCSR and City throughout design process.
- Eight (8) copies of final plans (half size) and JSP's for review by the KCSR and City.
- Final Plans:
  - City (2 half-size copies of plans).
  - "Record as Sent" set (TranSystems)
- Bridge bid plans on CD in pdf format
- Bridge as-built plans on CD in pdf format.
- Bridge design computations on CD in pfd format

Proposal Conditions:

General:

1. Access to all properties will be granted in order to perform the required survey, geotechnical and environmental activities.
2. All plans will be in standard Missouri Department of Transportation format.
3. MoDOT Standard Specifications and Standard Plans will be utilized. In addition, the MoDOT Engineering Policy Guide (EPG) will be utilized in design.
4. Electronic files of the plans will be submitted to the City and MoDOT only.
5. MoDOT will compile the "front end" of the specifications and will be responsible for the advertisement, bid opening and bid concurrence the project (including all printing costs).
6. Items/decisions requested by during MoDOT Core Team meetings will be sent to TranSystems within one week from that Core Team Meeting.
7. Any changes made after design has been completed will result in additional time and compensation.
8. No review meetings or coordination with other entities other than the City of Joplin, MoDOT, and KCSRR.
9. Public Involvement activities will be limited to visitation with property owners regarding potential ROW. One project presentation board will be supplied for meetings.
10. Minor revisions to the "as-bid" plans will be made at the end of construction. Any major revisions will be completed after the full scope has been determined and a supplement has been negotiated.

Roadway:

11. No fences or gates will be designed/detailed in this contract.
12. A limited amount of fee for utility relocations is included in the base contract. The design/detailing of adjustments to any exiting utility (if required) will be negotiated with a supplement once the extent of the adjustments are known.
13. No MoDOT "Concept Study Report", or other study's or investigations will be required.

14. Meeting agendas and minutes of the "Pre-Bid", "Pre-Construction" meetings will the responsibility of others.

Surveying:

15. TranSystems will establish Horizontal Datum and set approximately 5 control points with ½" x 18" length Iron bars and Traverse Control Caps for Primary project control along the project corridor. TranSystems will establish project benchmarks at approximately 1000' intervals along the project corridor and at cross street intersections. Scope 's estimated upon establishing approximately 4 project benchmarks.
16. TranSystems will cal Missouri One-call locators an estimated two times for them to respond and properly mark the existing utilities along the project corridor. TranSystems Survey Team can not warrant the responsiveness of the appropriate utility locators in response to our request.
17. Existing Right-of-Way will be determined from supplied City Right-of-Way plans and utilizing the supportive documentation from the Title Reports (O&E&E's) and obtained from a Title Company of TranSystems selection.
18. A Preliminary Location Survey to show the anticipated Temporary Construction Easements will be prepared according to MoDOT Standards and provided along with our Right-of-Way Plan submittal.
19. Government Land Corners (Section corners and/or Quarter section corners) are existent and of record with the Missouri Departm ent of Natural Resources.
20. TranSystems will survey established utility markings as established by utility One- Call Locators along the project corridor. No ι tility potholes staking or locating from field surveying methods are included with this scope of services.
21. TranSystems will provide staking of geotechnical borings at the proposed Retaining Walls, Proposed Bridge Pier and the Proposed Bridge Abutments. If Geotechnical sub-consultant needs to relocate the as-staked boring locations they will provide the appropriate information back to TranSystems.

Structural:

22. The bridge design and plans and wall plans will be prepared in accordance with and will follow the Engineering Policy Guide, version in effect at the time of design. The design will use LRFD and the rating LRFR.
23. It is planned that alternatives for 15th Street will be further discussed, with the final selection being 2 lanes over the KCSRR, with 20th Street being 4 lanes over the KCSRR.
24. Location of borings will be shown in the plans. Logs will be provided in a job special provision (JSP).
25. City will be responsible for the review/approval of the structural shop drawings. TranSystems will assist in this process by reviewing/answering questions pertaining to the design and potential substitutions.
26. No special enhancements to the structure are included.

Traffic:

27. No signals are anticipated.

Lighting:

28. No lighting is included.
29. No tower or continuous lighting will be provided on Route 150 or the entrance and exit ramps.

Environmental:

30. Additional environmental investigations, testing and reports that are not listed in the above scope of services, if required, will be negotiated as supplemental services once the exact scope is determined.
31. The Storm Water Pollution Prevention Plan (SWPPP) will be updated and maintained by the construction contractor. It shall be the Contractor's responsibility to keep an updated copy of the SWPPP on site at all times.

32. The City will be responsible for all permit and mitigation fees.

SCHEDULE

Schedule

The phases of work will be completed in accordance with the following schedule (assumes a Notice to Proceed (NTP) on or about October 1, 2012) This schedule assumes prompt responses from the City, MoDOT, and the KCSRR.

1. **CONCEPTUAL STUDY:** General Concepts were discussed in the Statement of Qualifications. It is anticipated that the City of Joplin will provide immediate input into the general concept so that the concepts can be further developed to provide data sufficient for completion of the Right of Way plans, Geotechnical Investigation and design.

2. **RIGHT OF WAY PLANS** by November 1, 2012. For this accelerated schedule, it is anticipated that permanent and temporary right of way will be needed on the project corridor on both 20th and 15th Streets. The Right Of Way plans include drawings showing the existing and proposed public rights of ways for the 15th and 20th Street project corridor, and legal descriptions for the temporary and permanent easements and new right of way required for roadway and bridge construction.

3. **GEOTECHNICAL REPORT** by November 1, 2012. To meet this accelerated schedule, this time includes a total of 0 calendar days for MODOT review(s). The geotechnical investigation and report will be prepared in accordance with MODOT guidance documents and concept drawings.

4. **PRELIMINARY ROADWAY PLANS** by December 1, 2012. After delivery of the Preliminary Roadway Plans, City of Joplin will review prior to delivery to MODOT.

5. **100% UNSIGNED AND UNSEALED FINAL BRIDGE DESIGN PLANS FOR REVIEW** by March, 2013

6. **FINAL ELECTRONIC SIGNED AND SEALED ROADWAY AND BRIDGE PLANS AND JSP's** by April 4, 2013.

7. **UTILITY RELOCATION** by June, 2013. At the date of execution of this contract, the extent and specifics of utility relocation/coordination is unknown. It is anticipated and agreed upon that the engineering contract will be amended at the point in the project when the scope of services for this item is more clearly defined.

8. **CONSTRUCTION RELATED ENGINEERING SERVICES** through December 31, 2014. This includes assistance and input and assistance during Bidding/Award, pre-construction conference, and assistance with construction inspection.

The CLIENT will grant time extensions for unavoidable delays beyond the control of the CONSULTANT. Requests for extensions of time shall be in writing by the CONSULTANT, before the specific phase of work is due, stating fully the reasons for the request.

TranSystems Corporation
Schedule of Hourly Rates for 2012

Classification	Rate	Classification	Rate
Principal/Engineer V	$270	Surveyor V	$156
Engineer IV	$197	Surveyor IV	$109
Engineer III	$148	Surveyor III	$89
Engineer II	$119	Surveyor II	$64
Engineer I	$96	Surveyor I	$53
Architect IV	$184	Three-Person Survey Crew	$187
Architect III	$120	Two-Person Survey Crew	$133
Planner IV	$195	Industry Specialist IV	$185
Planner III	$130	Industry Specialist III	$104
Planner II	$96	Inspector V	$192
Planner I	$75	Inspector IV	$116
Scientist IV	$169	Inspector III	$85
Scientist III	$108	Inspector II	$68
Scientist II	$85	Inspector I	$58
Scientist I	$76	Administrator IV	$213
Technician V	$148	Administrator III	$210
Technician IV	$108	Administrator II	$74
Technician III	$88	Administrator I	$59
Technician II	$78	Clerical III	$74
Technician I	$63	Clerical II	$63
		Clerical I	$50

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2012. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

COUNCIL BILL NO. 2012- 167 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Transystems Corporation to provide professional design services for the Bridges over 20th & 15th Street Project, not to exceed One Million Sixteen Thousand No/100 Dollars ($1,016,000.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Transystems Corporation to provide professional design services for the Bridges over 20th & 15th Street Project, not to exceed One Million Sixteen Thousand and No/100 Dollars ($1,016,000.00)

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

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

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

_____, 2012, by a _____ vote.

ATTEST: _____
Melodee Colbert Keen, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: Oct. 1, 2012
Council Bill No. 2012-618
Item: Agreement for authorization to access CFO Rebuild Joplin Parks Funds
Originating Department: Joplin Parks and Recreation Department

Attachments: 1) Council Bill No. CB 2012-618

Parks and Recreation: Chris Cotten	Date: 9-26-12
Finance Department: Leslie Jones	Date: 9-25-12
City Attorney: Brian Head	Date: 9-25-12
City Manager: Mark Rohr	Date: 9-25-12

Recommended Action: Authorization to access all funds from the Community Foundation of the Ozarks Rebuild Joplin Parks Fund for related improvements in parks affected by the May 22, 2011 tornado.

Background: In the wake of the May 22, 2011 event people of all walks of life sent in donations to the City of Joplin to help rebuild the Joplin Parks affected by the tornado. These donations were sent to the CFO. There is currently just over $40,300 in this fund.

Additionally, the State of Missouri has made $117,080 available in reimbursable funding for using recycled tire tiles. The funding from the State only covers the costs of the rubber safety tiles and does not cover the cost of the cement base that the tiles adhere to.

Discussion:
The Parks and Recreation Department would like to utilize $21,000 of the donated funds to pour concrete pads at one playground in Cunningham, three playgrounds in Parr Hill and two playgrounds in Garvin Park. Once this is accomplished we will attach the recycled rubber tiles to the concrete base. We have until the end of October to utilize the State of Missouri grant. These rubber safety tiles have an approximate ten year life span.

Additionally we would like to utilize the remaining donated funds to install 20 benches around the playgrounds for parents and grandparents to sit on while watching the children, add two ADA accessible drinking fountains to be located in Cunningham and Parr Hill respectively, as well as an ADA accessible children's themed water fountain in Garvin Park.

Recommendation: Staff recommends the approval of this agreement

COUNCIL BILL NO. 2012-618 ORDINANCE NO.

AN ORDINANCE authorizing the allocation of all funds from the Community Foundation of the Ozarks Rebuild Joplin Parks Fund to rebuild and make improvements at City of Joplin Parks; and containing an emergency clause.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

WHEREAS, the City of Joplin received donations to rebuild city parks after the May 22, 2011 tornado and said funds are being held by the Community Foundation of the Ozarks;

WHEREAS, the intent of approximately $40,375.63 of donated funds was to rebuild city parks and this purpose is being met by allocating these funds to the Rebuild Joplin Parks Fund.

Section 1. That the allocation of $40,375.63 from the Community Foundation of the Ozarks to the Rebuild Joplin Parks Fund is hereby approved as provided in the attached Exhibit "A".

Section 2. That the City Manager is hereby authorized and directed to execute any document related to the transfer of funds.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the preservation of property, health, and safety and relating to public improvements, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a vote of _____.

By: _____
Melodee Colbert-Kean, Mayor

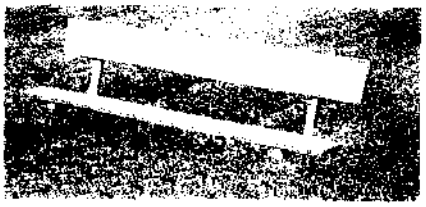
ATTEST:

By: _____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

By: _____
Brian W. Head, City Attorney

Exhibit A

Amenities		
20 Benches	$6,540	
8 Cunningham Park		
8 Parr Hill		
3 Garvin		
1 Mohaska		
2 ADA Drinking Fountains	$4,498	
1 Cunningham		
1 Parr Hill		
1 ADA Themed Drinking Fountain	$4,800	
Garvin Park		
Shipping	$1,600	
Sub-Total	$17,438	

Concrete Pads for Play Surface Grant

Cunningham Park	1 - 60' X 80'	
Parr Hill	2 - 32'X37'	
	1- 33'X43'	
Garvin Park	1 - 46'X52'	
	1- 26'X28'	$21,000
Misc. Installation Supplies		$1,937
		$40,375

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: October 1, 2012
ITEM: Council Bill 2012-626 amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing an update to certain sections of the Employee Manual and containing an emergency clause.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2012-626 Exhibits Employee Manual Policies A through D

HUMAN RESOURCES DIRECTOR:	Reba L. Snavely	**DATE:** 9/21/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 9/26/12
CITY ATTORNEY:	Brian Head	**DATE:** 9-26-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 9-26-12
DEPARTMENT HEAD:	Varying	**DATE:**

SUMMARY:

This Council Bill authorizes changes to Section 3, 4, 5, and 6 of the City of Joplin Employee Manual.

DISCUSSION:

The Classification and Pay Plan includes provisions whereby the City can periodically review and revise the Policy Sections in the Employee Manual. We are amending the City of Joplin Employee Manual, Policy Section 3, Recruitment and Hiring, Section 4, Classification and Pay, Section 5, Change in Employment Status, and Section 6, Pay and Related Procedures in support of the future changes to the Salary Administration Plan.

These policy changes have been reviewed and approved by the Personnel Board.

The City Manager has reviewed the Employee Manual revisions as described and has recommended these changes to the Council as stated.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-626 **ORDINANCE NO. 2012-_____**

AN ORDINANCE amending the City of Joplin Employee Manual, Policy Section 3, Recruitment and Hiring, Section 4, Classification and Pay, Section 5, Change in Employment Status, and Section 6, Pay and Related Procedures and containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, approved the staff to proceed with pursuing an effective Salary Administration Plan; and,

WHEREAS, the policies must be revised to support the new Salary Administration Plan and the Performance Measurement System; and,

WHEREAS, the Personnel Board has reviewed and approved the changes to Sections 3, 4, 5 and 6 of the Employee Manual; and,

WHEREAS, the City Manager has reviewed the revisions to the Policies and has recommended these changes to the Council as stated; and,

WHEREAS, it is the desire of the Council to have revised policies that are consistent with the requirements of the Salary Administration Plan.

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

Section 1. That the City of Joplin Employee Manual, Rules and Regulations, Section 3, Recruitment and Hiring, attached hereto as "Exhibit A", be amended to include the changes required by the Salary Administration Plan.

Section 2. That the City of Joplin Employee Manual, Rules and Regulations, Section 4, Classification and Pay, attached hereto as "Exhibit B", be amended to include the changes required by the Salary Administration Plan.

Section 3. That the City of Joplin Employee Manual, Rules and Regulations, Section 5, Change in Employment Status, attached hereto as "Exhibit C", be amended to include the changes required by the Salary Administration Plan.

Section 4. That the City of Joplin Employee Manual, Rules and Regulations, Section 6, Pay and Related Procedures, attached hereto as "Exhibit D", be amended to include the changes required by the Salary Administration Plan.

Section 5. That this being an Ordinance affecting expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3)(4) of the Home Rule Charter of the City of Joplin, Missouri and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

EXHIBIT A

CITY OF JOPLIN

SECTION THREE: RECRUITMENT AND HIRING

3.1. Equal Opportunity

All employment by the City of Joplin will be on the basis of qualifications for vacant jobs, including education and experience as well as other job-related factors. All applicants and employees have equal opportunity in the application and employment process, including promotion, demotion, transfer, dismissal, performance measurement and pay increases without regard to race, color, religion, sex, national origin, age, disability, veteran, or status as a special disabled veteran.

3.2. Request to Fill Vacancy and Job Posting

The Department Head or Supervisor will notify Human Resources of the need to fill a vacant position. After approval by the City Manager, Human Resources will advertise to fill the vacancy. The City may use any combination of internal and/or external advertising methods available. Vacant positions will be advertised in the best, most cost-effective method to attract qualified applicants.

3.3. Application for Employment

Applications for employment with the City shall be submitted to and retained by the Human Resources Department. The Human Resources Department shall maintain an application file of names, addresses, and dates of application of all applicants by position.

3.4. Examinations

Open examinations include validated competitive testing as determined by the work description. These are practical examinations that relate to the duties of the position. These examinations may include one or a combination of aptitude, oral, written, manual dexterity, performance, character, physical examination, drug testing, psychological and any other tests that are necessary for particular positions. Pre-employment and post-offer physical examinations are given at the City's cost. As part of the final selection process, all regular full-time and part-time employees are required to successfully complete these examinations along with a complete background check. Seasonal employees are required to successfully complete the same examinations, except for the physical examination. The Human Resources Department shall oversee the administration of applicant testing for the position for which they are applying. Applicants may obtain only their own final combined test results as set forth by the Human Resources Department. Applicants are told by letter whether they passed or failed.

3.5. Nepotism

An applicant for any position or vacancy may not be employed if the applicant is related to any employee of the City within the same division and under the jurisdiction of the same department head. In this context, related shall mean or include: parent, child, spouse, brother, sister, grandparents, grandchildren, uncle, aunt, nephew, or niece, including step, half, foster or in-laws.

Employees who become related after both are employees shall not be subject to this policy. If employees employed in the same division become married to each other after employment begins, it will be necessary for one of those married employees to either terminate their City employment or change to another division within the City organization, if a position is available and the necessary qualifications are met.

3.6. New Hire

The Department Head and Supervisor with the Human Resources Department shall review the applications, select applicants and conduct interviews of the final candidates. The finalist shall be selected and permission obtained from the City Manager to fill the vacancy.

Current City employees shall be treated the same as external applicants concerning filling vacant positions. When qualifications are equal, consideration shall be given to applicants for employment who can submit documented proof of service in and honorable discharge from the Armed Forces of the United States.

Upon approval by the City Manager, the Human Resources Department shall notify the finalist to discuss the offer and conditions of employment. Upon acceptance of an offer of employment, the Human Resources Department shall process the successful candidate's file. Employees who are original hires shall be paid at Step 1 of the appropriate pay range for the appropriate classification in the pay plan. If a candidate's qualifications exceed the minimum required, at the recommendation of the Department Head and the Director of Human Resources, the City Manager may approve a rate of pay not to exceed Step 3.The City Manager may approve a rate higher than Step 3 for professional and management positions and identified unclassified positions, if qualifications of the candidate warrant such an action.

3.7. Types of Employment

a. Full-Time: Employees who have been assigned to a full-time position whose normal work hours equal a forty (40) hour work week or for fire personnel whose normal work hours equal a (56) hour work week. Full-time employees are subject to schedule changes as directed by the Department Head and the City Manager.

b. Part-Time: Employees who have been assigned to a part-time position whose normal work hours are less than (40) hours per week. Some part-time positions may be subject to partial benefit eligibility. Part-time employees should not have the expectation that their position will become full-time employment.

c. Temporary and Seasonal: Employees whose positions are funded on a seasonal, temporary or other special time period basis fall within this type of appointment. Such employment status is not intended to be regular employment or lead to full-time employment with benefits. If this type of employee changes to full-time employment, leave accrual and benefits will begin with the full-time status as set forth for all other full-time employees.

3.8. New Employee Orientation

Each employee shall attend a New Employee Orientation scheduled by the Human Resources Department to include, at a minimum, information relating to Benefits, Rules and Regulations, Alcohol and Drug-free Workplace, Communicable Disease and Sexual Harassment Prevention. This is mandatory scheduled training.

3.9. Rehire

When an employee resigns their employment with the City of Joplin and wishes to return to employment with the City, they are subject to the same original hire policy as all other applicants. Some pension and retirement plans may allow credit for years of prior service with the City, if certain conditions are met. However, the employee in all other matters shall be subject to the same employment status and procedures as other new hires. They are not entitled to any benefits, leave accruals, or credited years of service from the prior service time with the City, except as pursuant to applicable law. If an employee is rehired within one year of separation and the employee exceeds the minimum qualifications for the position, with the recommendation of the Department Head and the Director of Human Resources, the City Manager may approve any pay rate within the appropriate pay range not to exceed the amount attained at the time of separation.

All employees newly hired, promoted, reappointed, transferred or demoted shall serve a six months probationary period except that newly appointed public safety employees will serve a one-year probationary period.

3.10 Employee Performance

The primary purpose of the City's Performance Measurement Program is to involve department heads, division managers, supervisors and employees in completing a Performance Measurement Document (PMD) that is objective and job-related for each employee. During the employees' first year of service, performance shall be measured every three (3) months, or more frequently as a special evaluation, if needed. Full-Time employees with one (1) year or more of service shall be evaluated each year on their anniversary date. The Performance Measurement Document (PMD) will be placed in the employee's personnel file. The employee may make a written statement agreeing or disagreeing with the results and it shall become a permanent part of the employee's personnel file.

The Performance Measurement Program provides for the evaluation of employee performance in a formal way and at regular intervals. The Performance Measurement Document (PMD) focuses on planning future performance and evaluating past performance through the use of goals and improvement planning. This tool documents how employees meet their goals and creates a development program the employee can use to meet or exceed the expectations concerning work performance. The results of the Performance Measurement Document (PMD) are an important factor in determining pay increases and continuing growth of the employee, in addition to future decisions about promotions, transfers or demotions.

Employee performance shall be confidential and shall be conducted in a private conference between the employee and the department head or the immediate supervisor who is most knowledgeable of the employee's work performance. The employee shall be informed of areas in which the employee is meeting expectations and areas in which the employee needs to improve.

3.11 Classification of Type of Service

The administrative service of the City is divided into classified and unclassified services as follows:

a. The unclassified service shall include the city manager, administrative assistants, all directors of departments, members of appointive commissions and boards, municipal court judge, city attorneys and assistant city attorneys, city clerk, secretary to the city manager, financial, research, legal, and other technical personnel employed on special occasions, temporary or part-time employees, and those who may be employed in an advisory capacity.

b. The classified service shall include all positions not specifically included by charter in the unclassified service. All positions in the classified service shall be filled only in accordance with the merit system rules provided for in these rules and regulations.

3.12 Probationary Period (New Policy)

The Probationary Period shall be an integral part of the screening process and shall be utilized for closely observing employee's work, for communicating with the employee about the work, for securing the most effective adjustment of a new, transferred, or promoted employee to the position.

1. Duration:

a. Every person employed, re-employed, promoted, transferred to a different department, or demoted to any full-time, regular position with the City shall be required to complete a successful probationary period of at least six (6) continuous months.

b. The probationary or qualifying period shall begin immediately upon employment to a position. The probation or qualifying time period may be extended for one (1) six (6) month period if deemed necessary by the department head.

c. Consecutive time spent in an "acting" capacity prior to receiving an appointment to the same position and department shall be considered as time spent as a probationary employee in the position.

d. An employee who is promoted or transferred to another department prior to completing a probationary period shall begin a new probationary period in the new position unless such a new probationary period would be shorter than the original probationary period. Any such employee shall have no grievance/appeal privileges until a probationary period is successfully completed in one classification.

e. An employee whose position is re-classified will not be required to complete a new probationary period. An employee whose position is re-classified prior to completing a probationary period will not complete a new probationary period, but shall be required to successfully complete the original probationary period.

f. Any employee hired as a Police Officer Trainee shall begin the probationary period upon entering the Police Academy and throughout the field training process. Upon successful completion of field training and promotion to Police Officer II a new probationary period of six (6) months shall begin.

g. A change of assignment made by a department head shall not be subject to a probationary period.

2. Removal

a. All probationary employees shall be considered part of the unclassified service as provided by Section 5.05 of the Joplin City Charter and shall have no grievance or appeal rights. At any time during the probationary period, the department head may remove an employee, if, in the department head's opinion, such employee is unable or unwilling to perform the duties of the position satisfactorily or if the employee's attitude, habits, performance or dependability do not merit continuation in the service. Prior to removal, the department head shall meet with the employee to discuss the issues noted by the department head. If, after such meeting, the department head believes that the employee does not merit continuation of service, such employee shall be removed immediately. An employee removed during the probationary or qualifying period cannot appeal such removal to the Personnel Board. Employees promoted or transferred into a position who do not successfully complete a probationary period shall be demoted into their previous or similar classification unless they are terminated.

The Performance Measurement Program provides for the evaluation of employee performance in a formal way and at regular intervals. The Performance Measurement Document (PMD) focuses on planning future performance and evaluating past performance through the use of goals and improvement planning. This tool documents how employees meet their goals and creates a development program the employee can use to meet or exceed the expectations concerning work performance. The results of the Performance Measurement Document (PMD) are an important factor in determining pay increases and continuing growth of the employee, in addition to future decisions about promotions, transfers or demotions.

Employee performance shall be confidential and shall be conducted in a private conference between the employee and the department head or the immediate supervisor who is most knowledgeable of the employee's work performance. The employee shall be informed of areas in which the employee is meeting expectations and areas in which the employee needs to improve.

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b. The classified service shall include all positions not specifically included by charter in the unclassified service. All positions in the classified service shall be filled only in accordance with the merit system rules provided for in these rules and regulations.

3.12 Probationary Period (New Policy)

The Probationary Period shall be an integral part of the screening process and shall be utilized for closely observing employee's work, for communicating with the employee about the work, for securing the most effective adjustment of a new, transferred, or promoted employee to the position.

1. Duration:

a. Every person employed, re-employed, promoted, transferred to a different department, or demoted to any full-time, regular position with the City shall be required to complete a successful probationary period of at least six (6) continuous months.

b. The probationary or qualifying period shall begin immediately upon employment to a position. The probation or qualifying time period may be extended for one (1) six (6) month period if deemed necessary by the department head.

c. Consecutive time spent in an "acting" capacity prior to receiving an appointment to the same position and department shall be considered as time spent as a probationary employee in the position.

d. An employee who is promoted or transferred to another department prior to completing a probationary period shall begin a new probationary period in the new position unless such a new probationary period would be shorter than the original probationary period. Any such employee shall have no grievance/appeal privileges until a probationary period is successfully completed in one classification.

e. An employee whose position is re-classified will not be required to complete a new probationary period. An employee whose position is re-classified prior to completing a probationary period will not complete a new probationary period, but shall be required to successfully complete the original probationary period.

f. Any employee hired as a Police Officer Trainee shall begin the probationary period upon entering the Police Academy and throughout the field training process. Upon successful completion of field training and promotion to Police Officer II a new probationary period of six (6) months shall begin.

g. A change of assignment made by a department head shall not be subject to a probationary period.

2. Removal

a. All probationary employees shall be considered part of the unclassified service as provided by Section 5.05 of the Joplin City Charter and shall have no grievance or appeal rights. At any time during the probationary period, the department head may remove an employee, if, in the department head's opinion, such employee is unable or unwilling to perform the duties of the position satisfactorily or if the employee's attitude, habits, performance or dependability do not merit continuation in the service. Prior to removal, the department head shall meet with the employee to discuss the issues noted by the department head. If, after such meeting, the department head believes that the employee does not merit continuation of service, such employee shall be removed immediately. An employee removed during the probationary or qualifying period cannot appeal such removal to the Personnel Board. Employees promoted or transferred into a position who do not successfully complete a probationary period shall be demoted into their previous or similar classification unless they are terminated.

3. Police Officer Certification

a. A probationary police officer shall not be retained in the position of full-time police officer unless the officer successfully completes the minimum certification requirements under the State of Missouri Peace Officers Standards and Training (POST) Program within one (1) year of employment.

4. Administration

a. Prior to the expiration of an employee's probationary period, the department head shall notify the Director of Human Resources in writing whether the services of the employee have been satisfactory and whether the department head desires to continue the employee in the position. A copy of such notice shall be given to the employee. Should the department head recommend the employee not be retained, the employee shall be removed from the position. Employees who satisfactorily complete their probationary period shall be entitled to all rights and benefits applicable to such employee under the City Charter and Code, and shall be eligible for full grievance, appeal and fringe benefit privileges. Any service during the probationary period shall be credited to the employee's length of service for all purposes including but not limited to applicable pensions, longevity, vacation and other fringe benefits. Employees shall not be eligible for appeal privileges until completion of the probationary period.

b. Failure of the probationary employee's department to notify the Director of Human Resources as required shall not shorten the probationary period or prevent the department from discharging the employee or extending the employee's probationary period, but such action must occur prior to the scheduled expiration of the probationary period.

Changes and new information highlighted in yellow.

EXHIBIT B

CITY OF JOPLIN

SECTION FOUR: CLASSIFICATION AND PAY PLAN

4.1. Salary Administration Plan

The Salary Administration Plan is a job classification system in which duties and responsibilities are defined and assigned to a descriptive job title. The purpose of the plan is to categorize the positions to allow for a fair and equitable manner in the processes of hiring, evaluating, and compensating employees. The positions are listed in the Salary Administration Plan according to the relative difficult responsibilities, qualifications, and working conditions and other like factors. The Salary Administration Plan consists of a number of pay ranges. Each pay range consists of steps at the beginning and progresses to an open pay range to allow for performance and competency recognition. Each position is allocated to a category of work that is given a title and assigned to a pay range. The Salary Administration Plan insures that persons holding the same or similar positions in the City are compensated on an equal basis, except for pay differences resulting from pay increases or longevity.

The Salary Administration Plan is available for review online or by contacting the Human Resources Department.

4.2. New Hire

New hires shall be paid at the entry rate of the appropriate pay range in the pay plan. If a new hire's qualifications exceed the minimum required, at the recommendation of the Department Head and the Director of Human Resources, the City Manager may approve a rate of pay not to exceed Step 3. The City Manager may approve a rate higher than Step 3 for professional and management positions and identified unclassified positions, if qualifications of the candidate warrant such an action.

A pay rate between Step 3 and PC1 generally reflects competitive salaries for fully competent, knowledgeable, and fully performing employees with documented sustained successful performance. A pay rate beyond PC1 generally reflects an incumbent with significant experience in the position, is proficient in the required skills, is adept at managing the position's responsibilities, and has documented sustained high levels of performance.

4.3. Eligibility for a Pay Increase

Eligibility for a pay increase requires at least one year of service in the current position. A leave without pay (LWOP) status for less than thirty (30) days shall not delay or defer eligibility for a pay increase. If an employee is in leave without pay (LWOP) status over thirty (30) days, the employee will not be eligible for a pay increase until the employee is returned to paid status and remain in paid status through their anniversary date of the year in which they return to paid status, except as otherwise provided by law. Paid leave status shall not delay or defer eligibility for a pay increase.

4.4. Merit Pay Increase

A pay increase is positive recognition of increased effectiveness in consistently performing the duties of the position. A pay increase is granted to employees to encourage effectiveness, efficiency as well as to recognize performance and competency. A pay increase is not automatic and may be granted pursuant to Policy 4.2 if the general economic condition permits. An employee does not acquire any right to a pay increase due to length of service.

Employees may receive a pay increase through an annual performance review utilizing the Performance Measurement Document (PMD). The annual performance review process shall take place on the anniversary date of the employee. Any pay increase will be effective as set forth in Sub-Section 4.5.

4.5. Effective Date of Pay Increase

The effective date for a pay increase shall be the first day of the next pay period following the employee's anniversary date. The Performance Measurement Document (PMD), with a pay increase recommendation from the Department Head, shall be submitted to the Director of Human Resources and the Director of Finance at least fourteen (14) calendar days prior to the effective date.

4.6. Pay Increase Determination

The pay increase allocation shall be established annually at the recommendation of the City Manager during the budget process and approved by the City Council. The Director of Human Resources, after review by the Director of Finance, shall distribute the guidelines for pay increases based upon the funds allocated.

Based on the funds allocated, the amount of the annual pay increase will be determined by the employee's job performance and the attainment of the job-related goals for the performance measurement period. The outcome of the Performance Measurement Document (PMD) is the basis for the pay increase. Current pay, the amount of the approved allocation, the employee's location within the pay range and the results of the Performance Measurement Document (PMD) shall determine the final amount of the pay increase, if any.

Progression through the steps within each pay range may occur:

a. Advancement from pay step one (1) to pay step two (2) may occur when a rating of "2.5" or higher on the Performance Measurement Document (PMD) exists.

b. Advancement from pay step two (2), pay step three (3) and into pay step four (4) may occur when a rating of "3.0" or higher on the PMD exists.

c. Pay increases in the open range of the plan are determined by the Department Head based on the employee's performance and competency as measured by the PMD.

4.7. Other Performance Guidelines

A pay increase may be granted to an employee who receives a Performance Measurement Document (PMD) rating of 2.5. Additionally, the employee will assist with the establishment of an improvement plan for the next year. If an employee receives more than one consecutive rating on the Performance Measurement Document (PMD) of 2.4 or less with no improvement toward the Corrective Action Plan, the employee will be considered for disciplinary action up to and including termination, as deemed necessary pursuant to Policy 8.7. Nothing herein shall be construed to provide any appeal right pursuant to Policy 8.8 to any unclassified employee.

4.8. Salary and Wage Rate Study

At the direction of the City Manager and the City Council, the City shall complete a salary and rate study of the Salary Administration Plan at least every five (5) years after the adoption of the Plan. As a result of the salary and wage rate study, adjustments to the Salary Administration Plan may be necessary. Revisions to the Salary Administration Plan must be approved by the City Manager and the Personnel Board then ratified by the City Council.

A pay adjustment that is the result of a salary and rate study shall not delay or defer the normal eligibility for a pay increase for any employee that is within the affected position classification. When the Salary Administration Plan is amended as a result of a salary and rate study, the rate of pay for an employee in the classification affected shall be called a "pay adjustment" and shall not affect eligibility for an annual pay increase.

Changes and new information highlighted in yellow.

EXHIBIT C

CITY OF JOPLIN

SECTION FIVE: CHANGE IN EMPLOYMENT STATUS

5.1. Promotion

A promotion is defined as moving from an existing position to another position at a higher pay range. Promotions shall be made solely on the basis of merit and qualifications. All employees must complete an application to be considered for promotion.

Factors that will be considered in granting a promotion include:

a. Relevant experience, education, consistent past performance, which is at least "3" as indicated on the most recent Performance Measurement Document (PMD), and demonstrated capability in meeting the new position's requirements.

When an employee is promoted to a position having a higher pay range, the pay rate shall be determined as follows:

a. If the pay rate received in the lower pay range is below the minimum level of pay for the pay level to which the employee is promoted, the rate of pay shall be increased to that minimum of the new pay range.

b. If the pay rate received in the lower pay range falls within the range and above the minimum of the pay range for the class to which promoted, the rate of pay shall be set at least four (4%) percent higher than the employee's pay rate of the previous position not to exceed the top of the pay range. The City Manager may approve a higher rate, if qualifications of the candidate warrant such an action.

A promotion shall cause a change in the employee's anniversary date. An employee is expected to remain in a position for at least six (6) months prior to seeking other promotional opportunities.

5.2. Transfer

A transfer is a position change by an employee within the same pay range as the current position held by the employee. When an employee transfers between positions, within the same pay range, the rate of pay and salary anniversary date shall remain unchanged, unless otherwise recommended by the Department Head, the Director of Human Resources, and authorized by the City Manager.

A voluntary transfer will originate through a posted job announcement and completion of an application subject to approval of the Director of Human Resources and the City Manager. An involuntary transfer does not require the completion of an application, however does require the approval of the Director of Human Resources and the City Manager. A transfer to another position at the same pay rate shall not delay or defer eligibility for a pay increase.

5.3. Demotion

A demotion is defined as a reduction in position responsibilities and authority to a job classification in a lower pay range. Demotions must be requested by the Department Head then approved by the Director of Human Resources. An employee may be demoted to a position for which the employee is qualified for any of the following:

a. An employee does not meet the necessary qualifications of the requirements of the position;

b. An employee's unacceptable actions or behaviors are such that the employee can no longer perform the requirements of the position;

c. An employee's unsatisfactory performance or failure to attain job-related goals;

d. An employee's failed performance improvement plan;

e. An employee's voluntary request for a demotion;

f. A necessary reduction in the work force; or

g. Increased efficiency of the City operation.

When an employee is demoted, the rate of pay shall be determined as follows:

a. If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.

b. If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

All demotions, except items e listed above, shall be subject to the due process requirements as described in Section 8.8 of these rules and regulations. Upon demotion, the employee shall receive written notice including the reasons for such action and shall be entitled to a hearing before the Personnel Board as outlined in Section 8.10.

5.4. Reclassification of Position

A reclassification is the reassignment of a position from one classification to another classification in accordance with a change in the qualifications, duties and responsibilities of the position. Reclassification shall not be used for the purpose of avoiding rules and regulations governing promotions, demotions or transfers. A Department Head may request a position reclassification during the budget process, which will be reviewed by the Director of Finance and the Director of Human Resources. If a position reclassification is approved by the City Manager,

a position may be allocated to a classification of the same pay range or a higher or lower pay range.

Position reclassification to a new pay range shall affect the employee in the following manner:

a. If a position is reclassified to a higher pay range, the provisions governing promotion shall be used to establish the pay rate.

b. If a position is reclassified to the same pay range, different title, the provisions governing a transfer shall be used.

c. If a position is reclassified to a lower pay range, the provisions governing a demotion shall be used to establish the pay rate.

A position reclassification will not affect the annual pay review process.

5.5. Suspension

1. Administrative Suspension

If an employee's behavior or actions are such that the continued presence in the position is not in the City's, public's, or the employee's best interest, the employee may be suspended with pay pending the outcome of an investigation or other similar situation relating to the circumstances resulting in the suspension with pay. Under these circumstances, a Department Head or Supervisor shall have the authority to make these types of suspensions. Immediately upon suspending an employee with pay, an employee shall receive written notification outlining the reasons for such action. Administrative suspension shall not exceed thirty (30) calendar days for any one offense and shall not be for an indefinite period.

2. Disciplinary Suspension

Consistent with the requirements of Section 8.8, a Department Head may, after consultation with Human Resources and with the approval of the City Manager, for disciplinary reasons suspend any employee under the Department Head's jurisdiction without pay for multiple instances of minor misconduct or for single occurrences' resulting in unacceptable conduct or behaviors including those outlined in Section 8.7.

5.6. Dismissal

Based upon the severity or frequency of work rule violations, undesirable behavior, inability to perform satisfactorily the duties of the position, failure to obtain required certification or licensing, failure to attain job-related goals, or failure to obtain a performance improvement plan, a Department Head, with written approval of the City Manager, may dismiss a City employee for any lawful reason, including those outlined in Section 8.7. No dismissal will be approved until all due process requirements as described in Section 8.8 are satisfactorily met.

Dismissed employees shall receive their final pay check no later than the end of the next business day, subject to the return of all City provided equipment, including but not limited to uniforms, tools, keys and key cards, fuel cards, and other material.

Upon dismissal, a classified employee shall receive written notice including reasons for such action and shall be entitled to a hearing before the Personnel Board as described in Section 8.10.

5.7. Layoff

1. General Provision/Notice

a. Layoff is defined as the abolishment of a position due to a lack of work, a lack of funds, other changes in duties of the position, reorganization, or other related reasons. Selections for retention will be based upon the following factors in this order: performance, qualifications, and length of service in the department employed.

b. The possibility of an internal placement due to a vacancy or the employee's right to bump must be exhausted prior to the effective date of the pending layoff.

c. A notice of layoff, subject to the approval of the Director of Human Resources and the City Manager, shall be given to the employee with as much advance notice as the situation allows.

d. Upon layoff, the employee shall be entitled to a hearing before the Personnel Board as described in Section 8.10.

2. Internal Vacancy during a Layoff Period

a. A regular full-time employee whose position is scheduled to be eliminated will be allowed to apply for any internal vacancy that exists in any department or division of the City, provided the employee meets all the minimum requirements of the vacant position. The employee will be notified by the Department Head or the Director of Human Resources of any vacancy at the City within five (5) working days after the layoff notification has taken place.

b. Employees must complete an application within five (5) working days after the vacancy notification.

c. The application will be reviewed by the Human Resources Department and the Department Head in which the vacancy exists. In the event that several employees scheduled for lay off meet the minimum requirements and apply for the same vacant position, selection shall be based on job performance and seniority. All candidates will be advised of the decision within three (3) working days after the closing date for applications.

3. Bumping

a. Bumping is defined as the movement of a higher seniority employee into a position with similar skills that is currently held by an employee with at least one year less seniority. When layoffs occur, bumping rights will be determined by the current Department Head, the proposed Department Head and the Director of Human Resources. Employees with less than one year of service shall have no bumping rights. Any person bumping an employee will bump the least senior employee at the next lower wage rate at the time.

b. Each individual employee will be informed of their bumping rights in writing by the Director of Human Resources within three (3) working days after all internal vacancies have been filled from the layoff list. Notification will cover the position(s) that the employee has the qualifications to bump into and the pay rate for the position(s). The pay rate will not exceed the current pay band for the position. The employee will have two (2) working days to inform the Human Resources Department of their decision to accept the new position or accept a lay off. Any employee who does not advise the Human Resources Department of their decision in the time frame above will lose their bumping rights.

c. Employees that will be bumped have the same rights to bump as other employees, if eligible as defined above. Employees who are not eligible to bump will be notified by the Department Head or the Director of Human Resources as to the anticipated date of lay off as soon as possible.

4. Recall

Regular full-time employees who have been laid off will be offered re-employment to positions they were laid off from or for which they meet the minimum qualifications for based on job performance and seniority. An employee will be retained on a recall list for 180 days after the effective date of the lay off. Upon recall, the Human Resources Department will notify the employee(s) by certified mail. If the employee cannot be contacted within five (5) working days then the employee will forfeit the recall rights for that position. In order to adequately staff the department, the recalled employee must be able to accept the recall within three (3) working days of receipt of the recall notice and be able to report to work within fourteen (14) calendar days. All regular full-time laid off employees must keep the Human Resources Department advised of a current mailing address and phone number.

Recalled employees who had accrued sick leave time at the time of lay off will have these hours reinstated upon returning to work.

Recall provisions do not apply to part-time, temporary, or seasonal employees of the City.

This recall provision does not limit the City from hiring new employees for new programs or services that may be created. It also does not limit the City in providing transfers, promotions, or demotions to vacated positions which would otherwise require the employment or re-employment of persons to fill vacancies.

5.8. Abandonment

All employees of the City shall be on duty at the time indicated by the departmental rules under the conditions of employment. Employees who fail to properly notify their supervisor or designee of their absence from work for one day or less shall be deemed to utilize voluntary leave without pay.

However, employees who fail to properly notify their supervisor or designee of their absence from work for two consecutive days shall be deemed to voluntarily resign their position without proper notice. Proper notice is defined in Section 8.5 of this manual.

5.9. Retirement

City employees may retire pursuant to their respective retirement plans. It is recommended that employees contact the Human Resources Department to make arrangements to review applicable retirement benefits in order to make the best choice possible. This should be done at least ninety (90) days in advance of the retirement date when possible. For more detailed information on the retirement plans, see the fringe benefit programs described in this manual.

Changes and new information highlighted in yellow.

EXHIBIT D

CITY OF JOPLIN

SECTION SIX: PAY AND RELATED PROCEDURES

6.1. Verification of Payrol

Time and attendance information provided by the various departments shall be used in the verification of payrolls.

Each payroll shall show the name, amount of time for which paid, and shall be certified by the various departmental supervisors.

6.2. Pay Periods

Pay days shall be every other Friday for the two week work period ending on the previous Friday.

If the normal pay day shall fall on an authorized holiday, pay day will be on the last work day prior to the holiday.

Paychecks will only be released to the individual employee, in person, unless written authorization to do otherwise is given by the employee.

The final paycheck will be p'cked up by the employee in the Human Resources Office when all City property has been returned.

6.3. Work Periods

The work period is defined as the beginning and ending of a number of consecutive days or hours in which employees are required to actually work in order to meet the overtime and minimum wage requirements as defined in Sub-Section 6.4.

6.4. Overtime and Compensatory Time

On occasions where situations require irregular and scheduled overtime, work hours in excess of the established departmental work period, the employee shall receive overtime or compensatory time off at one and one-half (1-½) times the regular rate in accordance with the Fair Labor Standards Act (FLSA). All hours worked in excess of the established work period must be authorized in advance by the supervisor and/or department head. The City reserves the right to determine whether the employee may receive either overtime or compensatory time off.

Overtime payment and/or compensatory time off shall not be approved by the department heads unless the employee's actual work hours have exceeded the established work period except as otherwise provided for in Sub-Section 6.4. Compensatory time off shall be counted as time worked.

There are positions approved by the City Manager that are exempted from overtime as established by the Fair Labor Standards Act. The Salary Administration Plan lists the approved exempt positions, which is available in the Human Resources Department.

The maximum compensatory time which may be accrued by any non-exempt employee shall be 480 hours for those engaged in public safety and emergency response, and 240 hours for all other employees. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation for all additional overtime hours of work. Individual departments will be allowed to establish a lesser limit of compensatory hours subject to the approval of the City Manager.

An employee shall be permitted to use accrued compensatory time within a reasonable period after it is accrued, if to do so would not unduly disrupt the operations of the department.

6.5. Call Back

Any employee who is called in to duty after having left work, during a time when the employee is not regularly scheduled to work, excepting court appearance, and does not receive at least a twenty-four (24) hour notification of such a change in work schedule, shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent, on duty, but not less than three (3) hours for the period called to duty. The employee's duty time shall start when the employee actually reports for duty and end when the employee is released from duty.

In the instances of employer-required court appearance, the twenty-four (24) hour notification requirement shall not apply, however, the affected employee shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent, but not less than two (2) hours for the period called to duty.

If an employee is called in to work more than once during the same off-duty period, the employee shall not receive the guaranteed minimum two (2) or three (3) hours of callback if the subsequent callback period is within the hours for which the employee has already been compensated. If the subsequent callback is beyond the hours for which the employee has already been compensated, another two (2) or three (3) hour minimum callback shall apply. If an employee is called in to work early or held past the end of a shift, and works continuously through the beginning or end of his/her regularly scheduled work hours, the two (2) or three (3) hour minimum does not apply.

In those instances where an employee is called back to work to rectify his/her own error or omission that cannot wait until the employee's next shift, the two (2) or three (3) hour minimum does not apply. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

6.6. Hold Over

When a situation arises that would prevent an employee from completing the work assignment for that day and the employee is required to remain on the job site to complete or attempt to

complete the work assignment, the time worked shall be counted as normal working hours and shall be used to calculate total hours worked in completing the designated work period. If the hours worked in the designated work period are in excess of the established amount, then this time shall be calculated at one and one-half (1-½) times the regular hourly rate.

6.7. On Call Time

On Call Time is when an employee must remain available to be called back to work on short notice for emergency responses.

This on call status shall not prevent an employee from coming and going freely within the normal daily routine as long as they can fulfill the response time criteria as established by the department. It is necessary to leave a telephone number where they can be reached if they are away from their normal point of contact.

This on call time shall be compensated at the rate of one (1) hour at time and one-half (1-½) per day for the days on call and shall be payable only for the days an employee is not called out to work. This compensation shall be in the form of pay or compensatory time off.

The employee who is called out to work will be compensated according to the provisions under Sub-Section 6.5.

6.8. Use of City Vehicles

Employees who operate City vehicles and are required to take the vehicle home after work hours will be subject to tax regulations as described by the Internal Revenue Service and shall be used only as transportation to and from the job site.

6.9. Stipends

Stipends for supplemental job duties and/or skills may be approved by the City Manager, upon joint recommendation of the affected Department Head and the Human Resources Director. Such stipends shall be used to compensate for required additional duties substantially beyond those normally required of an employee in a particular classification, but not of such magnitude to justify reallocation to a different job classification, and/or significant supplemental skills not typically required of ***every*** employee in a particular classification. Stipends shall not be included in the employee's base salary and, if duty based, shall be removed immediately upon termination of the assignment of the supplemental duties. In no instance shall a stipend be considered as an entitlement or permanent component of the compensation of a particular position.

Nothing herein shall be construed as limiting management's authority to assign City employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments.

6.10. Out of Classification Pay

A full-time regular employee who is temporarily assigned by the City Manager, a department head or designee to fully perform the normal, ongoing duties of and accept the responsibilities of a position in a higher classification for a qualifying period of at least three (3) consecutive work shifts or longer for 56-hour Fire Department employees or at least six (6) consecutive work shifts or longer for all other employees shall be paid five (5) percent over his/her current pay rate or the minimum of the higher position's pay range, whichever is higher, retroactive to the first day of the assignment. An employee's work shift shall be defined as his/her typical daily period of work or duty, and may vary from eight (8) to twenty-four (24) hours. In no instance shall the out of classification pay exceed the maximum of the pay range for the higher classification. Out of classification pay shall cease immediately upon the return to full- or part-time duty of the incumbent in the higher classification or the appointment of a new incumbent in the higher classification. No employee may be compensated for more than six (6) months of out-of-class work for any one assignment unless approved by the City Manager as an extension of time.

The use of sick, vacation or floating holiday leave during the above-described initial qualifying period by the employee working out of classification will not count as part of the qualifying period, which will begin anew after such a break.

An employee will not be deemed to have been working out of classification when the City establishes a new job classification that describes duties that were previously properly allocated to another classification and an employee claims that he/she was working in higher classification prior to the effective date of the classification establishment.

The status of an employee under the Fair Labor Standards Act (FLSA) will not change while he/she is in a work-out-of-class assignment. A nonexempt employee will continue to be nonexempt under the Act and an exempt employee will remain exempt.

Nothing herein shall be construed as limiting management's authority to assign City employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments.

6.11. Military Leave

In recognition of the National Guard and the Military Reserve Units as essential to the Nation's strength and the efforts toward world peace, and as a recognized ESGR employer, the City of Joplin, MO, encourages City employees to be aware of the military entitlements that are available.

The City is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the City's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's

membership in or obligation to perform service for any of the Uniformed Services of the United States. No employee will be denied employment, reemployment, promotion, or other benefits of employment on the basis of such membership. No employee will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Human Resources Department.

PROCEDURE

SHORT TERM MILITARY LEAVE

In addition to the rights and benefits provided to regular employees of the City taking Extended Military Leave, eligible employees who must be absent from work for a period of not more than fifteen working days each year in order to participate in temporary military duty are entitled to as many as fifteen days paid military leave. All benefits will continue during an employee's temporary military leave.

EXTENDED MILITARY LEAVE

Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years (with eight exemptions) and will be entitled to the rights and benefits described below, subject to the procedures outlined.

ALL TYPES OF MILITARY LEAVE

a. The employee will provide his or her immediate supervisor with notice, (either verbal or written) that the employee will be engaging in military service. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service. The notice must be in advance of the departure for duty.

b. Employees on short term or extended military leave may, *at their option*, use any or all accrued paid vacation or personal leave during their absence.

c. When the employee intends to return to work, he or she must notify Human Resources of reinstatement within the applicable time period.

d. If the employee does not return to work, the supervisor must notify Human Resources so that appropriate action may be taken.

PAY PROCEDURES

Before payment of the full regular salary or pay is made for the period of State duty, active duty, or training duty, the employee must file the necessary paperwork with the Human Resources Department. The paperwork needed includes:

- A copy of the official order for such duty from the appropriate military authority; and,
- A certification from the employee's commanding officer that the duty was performed in accordance with the terms of the orders submitted and within the timeframe established.

Although entitled to a leave of absence without pay for active duty for training above and beyond the fifteen calendar day leave of absence with pay (maximum of 120 hours for regular annual 2080-hour employees or a maximum of 168 hours for 56-hour weekly employees), an employee may request to use vacation time accrued or earned compensatory for all or part of the period.

BENEFITS

If an employee is absent from work due to military service, benefits will continue as follows:

If an employee has military orders for over 31 days, the employee and covered dependents will be offered a "Cobra like" health coverage for up to 18 months at 102% of the overall (both employer and employee) premium rate. Beginning after the first 31 days of military leave, group health insurance coverage for an employee and/or an employee's covered dependents will run concurrently with applicable health insurance coverage under COBRA.

The group term life insurance provided by the City will be suspended the day the employee becomes active military.

The group long-term disability insurance provided under the LAGERS and Fire/Police Pension Plan will be suspended the day the employee becomes active military.

Employees do not accrue vacation, personal leave or sick leave while on military leave of absence status. Their balance is maintained until their return and reactivated at that time. If, because of length of service, the accrual accumulator has increased, it shall be immediately increased upon the employee's return.

With respect to the retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reinstatement, the employee may, at the employee's election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins

with the employee's reinstatement and that is not greater in duration than three times the length of the employee's military service, not to exceed five years.

Voluntary supplemental life insurance will suspend the day the employee becomes active military. Converting to an individual policy will continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment within 31 days immediately following the suspension of coverage.

REINSTATEMENT

Upon an employee's prompt application for reinstatement (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

For a period of 1 to 90 days-

a. In the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, the duties of which the person is qualified to perform; or

b. In the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, only if the person is not qualified to perform the duties of the position referred to in subparagraph (A) after reasonable efforts by the employer to qualify the person.

For a period of 91 or more days-

a. In the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, or a position of like seniority, status and pay, the duties of which the person is qualified to perform; or

b. In the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, or a position of like seniority, status and pay, the duties of which the person is qualified to perform, only if the person is not qualified to perform the duties of a position referred to in subparagraph (A) after reasonable efforts by the employer to qualify the person.

Employee with a service-connected disability-

a. If after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or

could become qualified with reasonable efforts; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

APPLICATION FOR REINSTATEMENT

An employee who has engaged in military service must, in order to be entitled to the reinstatement rights set forth above, submit an application for reinstatement according to the following schedule:

If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service)-

a. The employee must report for reinstatement at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours rest and after a time for safe transportation back to the employee's residence.

If service is for 31 days or more but less than 180 days-

b. The employee must submit an application for reinstatement with Human Resources no later than 14 days following the completion of service.

If service is 181 days or over-

c. The employee must submit an application for reinstatement with Human Resources no later than 90 days following the completion of service.

If the employee is hospitalized or convalescing from a service-connected injury-

d. The employee must submit an application for reinstatement with Human Resources no later than two years following completion of service.

EXCEPTIONS TO REEMPLOYMENT

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

a. The City's circumstances have so changed as to make reemployment impossible or unreasonable.

b. The employee's employment prior to the military service was for a non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

c. The employee did not receive an honorable discharge from military service.

GENERAL BENEFITS UPON REINSTATEMENT

Employees reinstated following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at the City of Joplin.

DOCUMENTATION

An employee's manager will, upon the employee's reinstatement, request that the employee provide them with military discharge documentation (DD214) that establishes the length and character of the employee's military service.

Changes and new information highlighted in yellow.

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 1, 2012

ITEM: COUNCIL BILL No. 2012- 627
ATTACHMENTS: 1) Exhibit "A" the Pay Plan

Human Resources Director: Reba Snavely — **Date:** 9/24/12
Finance Director: Leah Jones — **Date:** 9-24-12
City Attorney: Brian Head — **Date:** 9-24-12
City Manager: R. Mark Rohr — **Date:** 9/24/12

INTRODUCTION:

This Council Bill adopts a new Performance and Competency-based Pay Plan for fiscal year 2012-2013.

DISCUSSION:

The Salary Administration Plan is the system that is maintained and utilized to hire and retain city employees. The Salary Administration Plan has not been utilized since the 2008-2009 fiscal year. However, city employees have been receiving across-the-board wage adjustments for the last several years.

Staff began the process to adopt a new pay plan in 2010. This process resulted in the City Council narrowing the pay plan choices to two options prior to the tornado that struck on May 22, 2011. Following the tornado, the evaluation and choice of a final pay plan was postponed temporarily.

On June 7, 2012, City Council held a work session to choose a pay plan in order to include it in the 2012-2013 proposed budget document. Council informally voted to adopt the attached performance and competency-based pay plan effective November 1, 2012 for a two-year trial period.

The new pay plan has been included in the 2012-2013 proposed budget, which places each employee in the pay plan and makes provisions for employees to move through the plan based on merit.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-627 **ORDINANCE NO.**

AN ORDINANCE adopting a new performance and competency-based pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2012-2013; establishing the pay rates for Part-Time and Seasonal Positions; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri last adopted a new pay plan by Ordinance Number 2000-192 on October 16, 2000; and,

WHEREAS, the City has not utilized this pay plan since the fiscal year 2008-2009; and,

WHEREAS, the current Classification and Pay Plan has been determined to be below market wage rates; and,

WHEREAS, the City Council is desirous of adopting a new plan known as a performance and competency-based pay plan; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Performance and Competency-based Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2012-2013, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2012-2013, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the rate per hour for certain Part-Time and Seasonal positions shall be set by the City Manager for Fiscal Year 2012-2013 in accordance with Exhibit "A", attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "A" for Part-Time and Seasonal positions, in order to meet the Federal Minimum Wage requirements.

Section 5. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 6. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2012, by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EXHIBIT A
SALARY ADMINISTRATION PLAN
AS OF NOVEMBER 1, 2012
PERFORMANCE AND COMPETENCY-BASED PLAN

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
100	Clerk	19,240	20,010	20,810	21,642	27,919		
	Cook	9.250	9.620	10.005	10.405	13.422		45%
110	Laborer I	21,212	22,060	22,943	23,860	30,780		
	Custodian	10.198	10.606	11.030	11.471	14.798		45%
	Utility Worker							
	WIC Certifier							
120	Airport Operations Worker	22,272	23,163	24,090	25,053	32,319		
	Court Assistant I	10.708	11.136	11.582	12.045	15.538		45%
	Golf Course Operator							
	Transit Dispatcher							
	Transit Driver I							
130	Automotive Service Worker	23,386	24,321	25,294	26,306	33,935		
	Laborer II	11.243	11.693	12.161	12.647	16.315		45%
	Parking Enforcement Officer							
	Senior Clerk							
	Small Engine Mechanic							
	Transit Driver II							
	Wastewater Laboratory Assistant							
	Wastewater Plant Utility Worker							
140	Community Development Assistant	24,555	25,538	26,559	27,621	35,632		
	Compliance Officer I	11.805	12.278	12.769	13.280	17.131		45%
	Detention Officer							
	Engineering Assistant							
	Equipment Operator							
	Human Resources Assistant							
	Parks Caretaker							
	Utility Locator							
150	Animal Control Officer	25,783	26,814	27,887	29,003	37,413		
	CVB Tourism and Events Specialist	12.396	12.892	13.407	13.944	17.987		45%
	Court Assistant II							
	Licensed Practical Nurse							
	Parks Facilities Maintenance Technician							
	Traffic Markings and Sign Technician							
	Transit Driver Supervisor							

Prepared by: Leslie Jones 9/24/2012

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
160	Accounting Specialist	28,426	29,563	30,745	31,975	41,248		
	Airport Operations Supervisor	13.666	14.213	14.781	15.373	19.831		45%
	Automotive Mechanic I							
	Compliance Officer II							
	Evidence Technician							
	Heavy Equipment Operator							
	Human Resources Specialist							
	Legal Specialist							
	Police Officer Trainee							
	Public Safety Communications Operator							
	Systems Operator							
	Wastewater Plant Operator							
170	Assistant City Clerk	29,847	31,041	32,283	33,574	43,310		
	Chief Wastewater Plant Operator I	14.350	14.924	15.521	16.141	20.822		45%
	Crime Analyst/Accreditation Coordinator	10.2497	10.6597	11.0861	11.5295	14.8731		
	Engineering Technician							
	Executive Assistant/Sec to City Manager							
	Firefighter/EMT							
	Jail Shift Supervisor							
	Lead Cemetery Caretaker							
	Lead Parks Caretaker							
	Neighborhood Improvement Officer							
	Police Officer I							
	Traffic Signal Technician							
	Wastewater Laboratory Technician							
180	Automotive Mechanic II	31,340	32,593	33,897	35,253	45,476		
	Building Maintenance Technician	15.067	15.670	16.297	16.948	21.863		45%
	Neighborhood Services Coordinator							
	Nutritionist I							
	Planning Technician							
	Recycling Coordinator							
	Wastewater Plant Technician							
190	Building Inspector	32,907	34,223	35,592	37,015	47,750		
	Chief Wastewater Plant Operator II	15.820	16.453	17.111	17.796	22.957		45%
	Construction Inspector	11.3003	11.7523	12.2224	12.7113	16.3976		
	Environmental Sanitarian I (E)							
	Fire Driver/Engineer							
	GIS Technician							
	Police Officer II							
	Property Negotiator/Appraiser							

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Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
200	Community Health Planner/Educator	34,552	35,934	37,371	38,866	50,137		
	Disaster Recovery Coordinator (E)	16.611	17.276	17.967	18.686	24.104		45%
	Golf and Athletic Field Maint Supervisor (E)							
	Golf Course Maintenance Supervisor (E)							
	Public Safety Communications Supervisor							
	Nutritionist II							
	Planner (E)							
	Police Corporal							
210	Athletic Manager (E)	36,279	37,731	39,240	40,809	52,644		
	Building Maintenance Supervisor (E)	17.442	18.140	18.865	19.620	25.310		45%
	Chief Wastewater Plant Technician							
	Communications Technician							
	Director of Sales/CVB (E)							
	Environmental Sanitarian II (E)							
	Facility & Events Manager (E)							
	Fire Apparatus Fleet Manager							
	IT Analyst (E)							
	Land Surveyor							
	Public Safety Communications Manager (E)							
300	Fleet Maintenance Supervisor (E)	38,093	39,617	41,202	42,850		57,419	
	Grants Coordinator (E)	18.314	19.047	19.809	20.601		27.605	51%
	Infrastructure Maintenance Supervisor (E)							
	Plans Reviewer							
	Recreation Supervisor (E)							
	Wastewater Laboratory Supervisor							
	Wastewater Pretreatment Inspector							
310	Communications Technician Manager (E)	39,998	41,598	43,262	44,992		60,290	
	Community Health Nurse (E)	19.230	19.999	20.799	21.631		28.985	51%
	Emergency Management Coordinator (E)	13.7356	14.2850	14.8564	15.4507		20.7039	
	Fire Captain							
	Fire Marshal (E)							
	Jail Administrator (E)							
	Parks Facilities Maintenance Supervisor (E)							
	Police Sergeant							
	Public Information Officer (E)							
	Regional Response Planner (E)							
	Senior Accountant							
	Transportation Coordinator (E)							
	WIC Services Coordinator (E)							

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Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
320	Assistant Director of Human Resources (E)	41,998	43,678	45,425	47,242		63,304	
	Civil Engineer I (E)							
	Financial Analyst (E)	20.191	20.999	21.839	22.713		30.435	51%
	Medical Services Coordinator (E)							
	Parks Maintenance Supervisor (E)							
	Public Defender (E)							
330	Airport Manager (E)	44,098	45,862	47,696	49,604		66,470	
	Assistant City Prosecutor (E)	21.201	22.049	22.931	23.848		31.957	51%
	City Clerk (E)							
	Fire Training Chief (E)							
	Municipal Court Administrator (E)							
340	Assistant City Planner (E)	46,303	48,155	50,081	52,084		69,793	
	Battalion Chief (E)	22.261	23.151	24.077	25.041		33.554	51%
	City Prosecutor (E)	15.9007	16.5367	17.1982	17.8861		23.9674	
	Civil Engineer II (E)							
	Infrastructure Superintendent (E)							
	Neighborhood Improvement & Building Code Supervisor (E)							
	Network Manager (E)							
	Police Lieutenant (E)							
	Wastewater Plant Superintendent (E)							
350	Assistant City Attorney (E)	48,618	50,563	52,585	54,689		73,283	
	Assistant Director of Health & Env/Epid Coordinator (E)	23.374	24.309	25.281	26.293		35.232	51%
	CVB Director (E)							
360	Assistant Finance Director (E)	51,049	53,091	55,214	57,423		76,947	
	Assistant Police Chief (E)	24.543	25.524	26.545	27.607		36.994	51%
	Deputy Fire Chief (E)							
	Director of Community Development & Planning (E)							
	Public Works Operations Manager (E)							
370	Human Resources Director/Risk Mgmt (E)	59,095	61,459	63,918	66,474		89,076	
		28.411	29.548	30.730	31.959		42.825	51%
380	Assistant Director of Public Works/Eng Mgr (E)	62,050	64,532	67,113	69,798		93,529	
	Community Health Director (E)	29.832	31.025	32.266	33.557		44.966	51%
	Municipal Judge (E)							
	Parks & Recreation Director (E)							
390	Finance Director (E)	65,153	67,759	70,469	73,288		98,206	
	Director of Information Services (E)	31.323	32.576	33.879	35.235		47.214	51%
400	Fire Chief (E)	68,410	71,147	73,993	76,952		103,116	
	Police Chief (E)	32.890	34.205	35.573	36.996		49.575	51%
410	Assistant City Manager (E)	71,831	74,704	77,692	80,800		108,272	
	City Attorney (E)	34.534	35.915	37.352	38.846		52.054	51%
	Public Works Director (E)							

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Blue ing cates unclassified job titles

500	Peer Counselor	9.620	10.005	10.405
510	Interpreter/Translator	10.161	10.567	10.990
	Police Reserve Officer			
520	Lead Peer Counselor	11.540	12.002	12.482
530	Court Bailiff	15.000	15.600	16.224

600	Lifeguard	8.250	8.580	8.923
	Cashier			
610	Recreation Instructor	9.075	9.438	9.816
620	Laborer	9.438	9.816	10.209
	Pool Operator			
630	School Crossing Guard	9.816	10.209	10.617
640	Aquatic Supervisor	10.209	10.617	11.042
650	School Crossing Guard Coordinator	10.617	11.042	11.484

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