INFORMAL AGENDA

December 16, 2013

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2012, more specifically for the purpose of discussing the hiring of a municipal judge. We will then adjourn to the regular session before 6pm.

Agenda

1. Discussing the hiring of a municipal judge.

2. Adjourn to regular session.

Notice posted at 4:30p.m. on this the 12th day of December, 2013. (RSMo 610.020)

COUNCIL AGENDA

December 16, 2013

6:00 P.M., Council Chambers

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

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

2. **Roll Call**

3. **Presentations**
   1. Proclamation presentation to Viola Bartlett, commemorating her 100th birthday.

4. **Finalization of Consent Agenda**

5. **Reports and Communications**
   1. Report of the Capital Improvement Public Safety and Oversight Committee by Doug Doll

6. **Citizen Requests and Petitions**
   1. Catherine Hart, 3115 S. Main, requests to address Council regarding to offer updates on the status of sustainable rebuilding projects and information about activities undertaken by GreenTown Joplin in 2013.

7. **Public Hearings**

8. **Consent Agenda**
   1. Minutes of the December 2, 2013 meeting

   2. COUNCIL BILL NO. 2013-299 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of

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.

Seventh Street between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri.

3. COUNCIL BILL NO. 2013-300 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 707 and 711 South Park Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2013-302 - AN ORDINANCE providing for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2013-303 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri.

6. COUNCIL BILL NO. 2013-304 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

7. COUNCIL BILL NO. 2013-305 - AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

8. COUNCIL BILL NO. 2013-306 - AN ORDINANCE providing for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement located at 2008 Highlander Drive in the City of Joplin, Newton County, Missouri.

9. COUNCIL BILL NO. 2013-307 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Prigmore Road between Route FF/32nd Street and Interstate 44 in Jasper County, Missouri.

10. COUNCIL BILL NO. 2013-308 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri.

9. Resolutions

1. RESOLUTION NO. 2013-032- A RESOLUTION recognizing Alex Curchin upon his retirement from active service as Municipal Judge for the City of Joplin Municipal Court.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-019-AN ORDINANCE correcting a legal description error in Ordinance Nos. 2012-230, 2012-231, and 2013-121; and containing an emergency clause.

2. COUNCIL BILL NO. 2013-020 - AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the redevelopment of the Joe Becker Stadium to accommodate the location of a minor league baseball team; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

3. COUNCIL BILL NO. 2013-350 - AN ORDINANCE approving by and between the City of Joplin and Allgeier, Martin and Associates an Amendment to Agreement to provide professional services for civil engineering services, not to exceed Eighty Four Thousand and No/100 Dollars ($84,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

4. COUNCIL BILL NO. 2013-351 - AN ORDINANCE approving the Purchase Order with Viking-Cives Midwest Inc., in the amount of Four Hundred Sixty Six Thousand Seven Hundred Fifty Eight and no/100 Dollars ($466,758.00), in the City of Joplin, Missouri; and containing and emergency clause.

5. COUNCIL BILL NO. 2013- 354 - AN ORDINANCE approving a agreement for Midland GIS Solutions LLC for Two Hundred Ninety Thousand One Hundred Forty Five and no/100 Dollars ($290,145.00) GIS Mapping Services and containing an emergency clause.

6. COUNCIL BILL NO. 2013-355 - AN ORDINANCE approving by and between the City of Joplin and Bartlett & West Inc. an Agreement to provide professional services for GIS Mapping Services, not to exceed Eighty Thousand Dollars and No/100 Dollars ($80,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

7.COUNCIL BILL NO.2013-519-AN ORDINANCE approving an agreement for professional benefit insurance consulting services by and between Segal Company and the City of Joplin, Missouri, for Segal Company to provide benefit insurance consulting services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

Notice posted at 4:30p.m. on this the 12th day of December, 2013. (RSMo 610.020)

INFORMAL NOTES

December 2, 2013

5:15 p.m.

Discussion of Martin Luther King Celebration	Dr. Al Cade, MSSU Interim Dean for School of Education and Faustina Abrahams, Diversity Committee Chairperson, presented Council with a request for sponsorship to help support the MLK Day of Observance. City Attorney Brian Head stated the council cannot authorize funding for this request, but suggested Dr. Cade and Ms. Abrahams could apply for funding from the public events grants. CVB Director, Patrick Tuttle, was asked to address this issue. Patrick stated there might be funds available to help with the guest speaker's room or some other amenities. Some of the council members stated they would attend the breakfast. Reservations will be made through the city clerk's office, closer to the date of the MLK Day of Observance in January, 2014.
Discussion of the Mother Road Marathon	Patrick Tuttle presented Council with an update of the Mother Road Marathon survey results and overall race statistics. He concluded with the comment that logistically it was a great event, but he feels that an experienced running event coordinator who can devote more time to this event might make this a successful event. After much discussion, a motion was made by Mr. Glaze, Second by Dr. Rosenberg, for the City to cease funding the MRM. Voting in favor were Glaze, Golden, Rosenberg, Shaw and Woolston, 5. Nays: Colbert-Kean, Raney and Seibert, 3. Absent: Scearce, 1.

PRESENTATIONS

City of Joplin

Office of the Director of Public Works
602 S. Main Street
Joplin, Missouri 64801

(417)624-0820 Ext. 500
(417)625-4738 (Fax)

MEMORANDUM

TO: **Mayor Melodee Colbert-Kean and Members of the City Council**

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

DATE: **December 9, 2013**

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

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

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, and the progress toward completion of projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year. This is the twenty-third (23rd) such presentation.

Attachment: Capital Improvement Oversight Sales Tax Committee December 9, 2013 Semi-Annual Public Report.

Capital Improvement and Public Safety Oversight Sales Tax Committee
Semi-Annual Public Report
December 9, 2013

Introduction

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

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

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

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

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

Oversight Committee Members

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

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

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

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

Charles Buchanan	Charles Genesio
Chris Churchwell	Don Goetz
Keenan Cortez	Don Richardson
Doug Doll	Tom Beisner
Tom Franz	

Review of Oversight Committee Meetings

August 15, 2013

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Jack Schaller updated the committee on the FY 2013 stormwater improvements and maintenance activities, the capital improvements street program, and the parks activities. Jason Burns updated the committee on the public safety sales tax activities.

November 21, 2013

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2013 stormwater improvements and maintenance activities and the capital improvements street program. Chris Cotten updated the committee on the parks activities. Mitch Randles and Lane Roberts updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Doug Doll, will present this report on Monday, December 16, 2013.

Committee Observations

As of the Oversight Committee's last meeting on November 21, 2013, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level.

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

Respectfully Submitted,

December 9, 2013
Date:

Doug Doll,
Chairman

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

MINUTES
CAPITAL IMPROVEMENT AND PUBLIC SAFETY
SALES TAX OVERSIGHT COMMITTEE
REGULAR MEETING
NOVEMBER 21, 2013
4:00 P.M.

Call to order:

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, November 21, 2013. Present were Committee Members Tom Beisner, Keenan Cortez, Doug Doll, and Charles Genesio. Committee Members Charles Buchanan, Chris Churchwell, Tom Franz, Don Goetz, and Don Richardson were absent.

City Staff present were Leslie Haase, Director of Finance; Nick Heatherly, Director of Public Works; Dan Johnson, Civil Engineer; Chris Cotten, Parks and Recreation Director; Lane Roberts, Police Chief; and Mitch Randles, Fire Chief.

Approve minutes from the August 15, 2013 meeting:

Since a quorum was not present, no official action could be taken to approve the minutes from the meeting of August 15, 2013.

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

Ms. Haase gave those present reports outlining the revenues and expenditures for the parks and stormwater sales tax through October, 2013. She discussed Phase 1 and stated that the parks projects are complete, with a revenue shortfall of $243,190 on parks. She anticipates a positive balance of $2,501,531 on stormwater; however, the City Council approved the expenditure for a request the Joplin R-8 Schools made on stormwater infrastructure at the new high school under construction.

Mr. Doll asked about the revenues compared to FY 2012 and compared to budget estimates for FY 2013. Ms. Haase replied that the sales tax revenues for FY 2013 were down three percent, but they were budgeted to be down six percent.

Mr. Cortez asked how much of the $2.5 million will be used for the improvements at the high school, and Ms. Haase replied she believes it is $1.3 million. The drainage work at the high school will be constructed in a different location with larger drainage capacity.

Ms. Haase stated all the stormwater projects in Phase I are complete with the exception of the Mokaska Ditch, Porter Avenue and "B" Street, "C" Street west of Porter Avenue, Eighth Street and Patterson Avenue, "B" Street west of Porter Avenue, and 24th Street and Meadow Avenue.

Mr. Doll asked why those projects have not been completed, and Mr. Johnson replied that the projects along Porter Avenue near Eagle-Picher were delayed due to mercury contamination. Ms. Haase stated that the money would still be available for the projects in Phase I even though Phase II has officially begun.

Ms. Haase discussed Phase II and stated that $859,164 has been collected for parks and $1,499,708 has been collected for stormwater. Her report contains the projected revenues through 2022. The prior years' expenditures for parks totaled $1,526,020, with $5,588,275 being spent during FY 2013. A total of $5,678,655 remains to be spent on the parks side. The prior years' expenditures total only $886.00 for stormwater, with $288,598 being spent during FY 2013. The remaining estimated project costs for stormwater total $18,217,566.

Ms. Haase discussed the expenditures in Phase II, which include annual maintenance, completion of the softball complex amenities, the Schifferdecker Park improvements, and Cunningham Park improvements. The Audubon Center support is ongoing, with the aquatic center at Schifferdecker Park being completed during the fourth quarter of FY 2013. The off-leash dog park is actually open, with some work to be completed next spring.

On the stormwater side, additional personnel were hired, with most of the expenditures on minor system improvements, ditch and detention pond maintenance, and catch basin maintenance. The curb inlet improvements along Fourth Street between Tyler and Adele Avenues are complete.

Mr. Doll asked if the funding for the Audubon center is being reduced each year until it is eventually eliminated from the general fund budget, and Ms. Haase replied yes. They have five total years to become self-sufficient. Mr. Cortez asked when the five-year period is up. Ms. Haase replied that 2013 is the second year, so they would have three more years.

Stormwater:

Mr. Johnson discussed the stormwater activities for the fourth quarter of FY 2013. The crew time was spent on ditch maintenance and cleaning inlets after rain events, as well as final mowing for winter. The operational expenditures were over budget due to vehicle repairs, machinery and tools, and general supplies.

A total of 79,094 feet of ditch maintenance was performed, with 185 catch basins being cleaned, and 1,236 miles of street sweeping being logged.

Mr. Johnson discussed the stormwater projects and stated the improvements on Maiden Lane from 17th to 20th Streets will be included in the Maiden Lane widening project, with work beginning later this year. The work at 24th Street and Meadow Avenue is under construction, with the improvements at Eighth Street and Patterson Avenue still under design.

The improvements on "B" Street west of Porter Avenue, "B" Street from Harlem to Empire Avenues, and "C" Street west of Porter Avenue were on hold due to mercury contamination. Testing was conducted, with no contamination found in the areas where construction will be taking place. The work will begin during late winter or early spring.

Mr. Johnson discussed Phase II and stated that the City Council recently approved design contracts for several stormwater projects. The project along Fourth Street between Tyler and Adele Avenues was completed so quickly in Phase II since it was already designed.

Mr. Doll discussed the drainage problems at 13th Street and Maiden Lane and asked if drainage improvements would be made in conjunction with the widening project. Mr. Johnson replied yes.

Parks:

Mr. Cotten explained that the dog park is open, and he soliciting comments for amenities people would like to see in the dog park. The dog park currently has 206 members.

The main parks project for FY 2014 will be a monument sign with a LED scrolling marquee for the front of Schifferdecker Park, with an anticipated cost of $32,000. Mr. Doll understood some trails were to be constructed during FY 2014.

At this point Ms. Haase introduced Nick Heatherly, Joplin's new Public Works Director.

Capital Improvement Sales Tax:

Ms. Haase gave those present reports outlining the revenues and expenditures for the capital improvement sales tax through the fourth quarter of FY 2013. This tax sunsets on January 1, 2015, with the City staff currently working on the renewal of this tax. Ms. Haase recommended the election taking place no later than August. It would be possible to conduct the election in November, but the staff would have only 10 days to report to the state to provide for the continuity of this tax.

Mr. Doll asked if the staff is currently identifying projects, and if a task force has been appointed. Mr. Heatherly replied that a task force will be appointed soon.

Ms. Haase stated that the beginning fund balance for FY 2013 was $11,028,455, with $4,674,922 being collected in sales taxes. Interest income totaled $20,406 for FY 2013. Property was sold this year for $211,840. The transportation sales tax subsidy totaled $500,000, with the local government participating share being $200,000.

Ms. Haase discussed the expenditures and explained that the actual project costs to date for FY 2013 total $5,728,912, plus the $208,270 being paid to the Tax Increment Financing (TIF) developers. The remaining estimated project costs total $23,717,385. Broadway/Buchanan Road from St. Louis to Florida Avenues was completed during the fourth quarter of FY 2013.

The overlay program is ongoing, with the report including the projects that fall under the TIGER grant. These projects include Maiden Lane from 20th to 30th Streets, Maiden Lane from Ninth to 17th Streets, Schifferdecker Avenue from Seventh to 32nd Streets, the 20th Street Overpass, the 20th Street Transit improvements, and 26th Street from Maiden Lane to Schifferdecker.

Some minor work must still be done on the Zora and Main interchange and overpass before it is shown as being complete. Other projects to be completed include Zora Street from Range Line Road to Main Street, along with the West Bypass Corridor Study, St. Louis Avenue from Broadway to Zora, and traffic signal upgrades.

Mr. Doll thought some right-of-way had already been purchased for the 20th Street Overpass, and Ms. Haase stated that $1,752,089 has been spent on the overpass, which includes right-of-way acquisition. Mr. Doll asked if this amount was spent strictly on right-of-way, but Ms. Haase thought some engineering fees were also included.

Mr. Johnson discussed the overlay and micro-surfacing programs. The overlay work is 50 percent complete, with anticipated completion during spring of 2014. The micro-surfacing program is complete, with over 900,000 square yards being completed.

The Maiden Lane widening project was awarded to APAC Missouri. Existing buildings that remain in the right-of-way are being scheduled for asbestos inspections and demolition. The utility companies can then finish relocating, with construction beginning after that point. Completion is scheduled for the end of 2014.

Mr. Doll asked which segment of Maiden Lane will be completed first, and Mr. Johnson replied that both segments will be done concurrently.

The design work is complete for Zora Street between Range Line Road and Main Street, with construction being projected for early 2014. Some remaining right-of-way is being purchased at this time.

Bids were opened for 26th Street from Schifferdecker Avenue to Maiden Lane, with the contract being awarded to Snyder Construction. Most of the stormwater improvements are complete, with grading being done for the additional lane at this time. Construction is expected to be complete during the first half of 2014. Mr. Johnson discussed issues with utility relocations and subgrade problems along this portion of 26th Street.

Mr. Cortez asked if any changes were due to the planned senior housing complex at 26th Street and Maiden Lane, and if any utilities were relocated to accommodate that development. Mr. Johnson replied that the City staff is working with the potential developers of that area.

The survey and design work is complete for St. Louis Avenue from Broadway to Zora, with construction to begin during 2014. Right-of-way acquisition is taking place at this time.

A contract was awarded to APAC Missouri for widening of Schifferdecker Avenue, with construction progressing at this time. The stormwater improvements are almost complete. Most of the roadway grading is complete and is topped with black base. The project is scheduled for substantial completion by the end of 2013, with the final asphalt being laid during early 2014 due to winter weather constraints. Mr. Johnson also noted subgrade problems with this roadway.

Mr. Johnson commented that when the low water bridge is replaced on North Schifferdecker Avenue, this roadway will serve as west bypass with increasing traffic, including truck traffic.

Mr. Doll asked if the subgrade problems were underneath the existing roadway or the just under the shoulders, and Mr. Johnson replied both the existing roadway and the shoulders.

Mr. Johnson discussed the traffic signal upgrades and stated that Phase I is complete, with Phase II beginning at the end of 2013. Mr. Doll asked if this involves just repairing the signals that aren't working property. Mr. Johnson stated that bids were received for signal upgrades at 26th and Main Streets shortly before the tornado. He wasn't sure which other upgrades are involved.

Mr. Doll asked about the left turn signals actuating at 26th Street and Maiden Lane when no vehicles are sitting in those lanes. Mr. Johnson replied that signal improvements will take place in conjunction with the roadway widening.

Mr. Doll asked when the traffic signal at 26th and Maiden Lane would be working properly, and Mr. Johnson replied by the end of next year. Utilities are still being relocated in this area, with a consultant being hired to monitor and conduct inspections on the Maiden Lane project.

Mr. Cortez asked Ms. Haase if the purpose and needs study for the West Bypass has been completed. She replied that grant funding was used for the first phase of the study, so funding was available for Phase II.

Mr. Johnson thought Phase II was complete. He offered to check on the Phase II study and provide an update with the minutes. The City had funds in the capital improvement sales tax (CIP) dedicated to the Phase I study; however, the Missouri Department of Transportation (MoDOT) received funding for the study after the City's CIP was approved, so the City's CIP funds have been moved to pay for the Phase II study. MoDOT is performing the Phase II study, and it is not complete yet.

Public Safety Sales Tax:

Ms. Haase gave those present reports outlining the revenues and expenditures for the public safety sales tax through the fourth quarter of FY 2013. The beginning fund balance for was $12,306,432, with $6,232,830 being collected during FY 2013. Expenditures total $314,970 for street lights, with $3,281,862 being spent for police and $3,601,073 being spent for fire. Expenditures for the public safety training center total $63,807. A total of $301,994 was paid to the TIF developers. The net change in fund balance is -$1,330,877, with the current balance being $10,975,555.

Ms. Haase discussed the expenditures and stated that all the operational expenses will be complete once the staff members are hired for the east side fire station and all the street lights are installed. She asked Chief Randles if the first response vehicle for the west side fire station has been received, and he replied that it was received during October.

Expenditures are beginning for the public safety training center, with the last capital expenditure being the east side fire station. A portion of the cost for the replacement fire stations is being charged to the public safety sales tax.

Police:

Chief Roberts discussed the natural attrition in terms of staffing levels, with five new officers going through background checks. All the vehicles are purchased. The crime rate has decreased 28 percent during the last seven years, with traffic accidents decreasing by 10 percent during the last year.

Work is progressing on the public safety training facility, with classes being held in the temporary facility in the old terminal of the Joplin Regional Airport. The City staff recently interviewed architects and have tentatively selected one to design the new facility. The design work should begin shortly, with construction to begin next spring.

Fire:

Chief Randles stated that the cost for the response vehicle was approximately $296,000. The vehicle is currently being outfitted and equipped and will be placed in service shortly.

Chief Randles discussed the replacement fire stations and stated that when FEMA and the City's insurance company agreed to rebuild the stations, the stations were to be constructed on the same locations and exactly like they were prior to the tornado. The prior stations did not meet the current building codes, with the new fire safety regulations requiring upgrades in space and additional decontamination areas. Fire Station 4 on Main Street contains about 6,800 square feet, including the bay or garage space. Fire Station 2 at 13th Street and Schifferdecker Avenue contains about 7,200 square feet.

Mr. Cortez asked when the first response vehicle for the west side fire station will go into service, and Chief Randles replied during December.

Schedule next meeting of the oversight committee:

The next meeting of this committee will be held on Thursday, February 20, 2014 at 4:00 p.m. The semi-annual report will be presented to the City Council on Monday, December 16, 2013.

Adjournment:

There being no further business to come before the Capital Improvement and Public Safety Sales Tax Oversight Committee, the meeting stood adjourned at 4:50 p.m.

Doug Doll, Chairman

Susan Champlin, Secretary

PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE I
As of October 31, 2013
Sunset Date 4/1/12, Sales Tax Rate .25% (1/4)

	PARKS (31.5%)	STORMWATER (68.5%)	TOTAL
Beginning Fund Balance-FY 2013	$ (325,365.03)	$ 5,154,501.80	$ 4,829,136.77
Revenues:			
Actual sales tax receipts-Prior Years	9,165,443.45	20,251,036.36	29,416,479.81
Interest Income-Prior Years	165,993.63	360,970.28	526,963.91
Traffic Material Repairs-Prior Years	-	50,466.00	50,466.00
BRO Funds (County Road and Bridge)-FY 2005	-	18,000.00	18,000.00
BRO Funds (County Road and Bridge)-FY 2010		1,159,996.74	1,159,996.74
City Resale Proceeds-Prior Years	13,056.00	2,900.00	15,956.00
General Fund transfer for Athletic Complex property-FY 2004	1,020,563.00	-	1,020,563.00
General Fund transfer-FY 2005	250,000.00		250,000.00
Cunningham Pool Grant-FY 2005	150,000.00	-	150,000.00
DNR Trail Grant-Prior Years	78,511.03		78,511.03
General Fund Transfer for Softball Fields-FY 2010	1,199,626.96		1,199,626.96
Total projected funding sources	$ 12,043,194.07	$ 21,843,369.38	$ 33,886,563.45
Expenditures:			
Actual project costs to date-Prior Years	$ 12,106,887.84	$ 16,300,279.15	$ 28,407,166.99
Actual TIF/Transfer payments to Developer to date-Prior Years	177,119.26	388,588.43	565,707.69
Actual costs to date-Current Year	2,377.16	830,010.85	832,388.01
Actual TIF/Transfer payments to Developer to date-Current Year	-	-	-
Sub-Total actual costs to date	$ 12,286,384.26	$ 17,518,878.43	$ 29,805,262.69
Remaining estimated project costs	-	1,822,960.00	1,822,960.00
Total projected costs	$ 12,286,384.26	$ 19,341,838.43	$ 31,628,222.69
Shortfall of estimated sales tax receipts	(243,190.19)	2,501,530.95	2,258,340.76
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (243,190.19)	$ 2,501,530.95	$ 2,258,340.76
Initial estimated cost of projects	9,369,000.00	20,365,171.00	29,734,171.00

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

Prepared by: Leslie Haase

8:47 AM 11/19/2013

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2013

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
McKinley Park Improvement Project	NA	$ 30,000	$ -	$ -	$ 30,000	$ -	
Mohaska Park Improvement Project	TS0216	30,000	24,506	24,506	5,494	-	
Garvin Park Improvement Project	TS0202	60,000	53,706	53,706	6,294	-	
Iron Gates Park Improvement Project	TS0207	100,000	64,643	64,643	35,357	-	
Roanoke Park Improvement Project	TS0208	30,000	30,405	30,405	(405)	-	
McClelland Park Improvement Project	TS0209	150,000	101,841	101,841	48,159	-	
Schifferdecker Park Improvement Project	TS0210	220,000	105,559	105,559	114,441	-	
Spiva Park Improvement Project	TS0211	20,000	15,400	15,400	4,600	-	
McIndoe Park Improvement Project	TS0212	200,000	162,050	162,050	37,950	78,511	DNR Trail Grant
Pedestrian & Bike Trails Project	TS0213	550,000	426	426	549,574	-	
Landscaping & Beautification of Entire Park System	TS0214	150,000	9,927	9,927	140,073 *	-	
Softball Fields	TS0215	888,104	1,806,774	1,806,738	-	1,199,627	General Fund Transfer
Athletic Complex Project	TS0203	6,000,000	7,163,204	7,163,204	(1,163,204)	1,123,619	GF T-fer & Sewer Fund
Ewert Pool Renovation	TS0204	800,000	1,110,366	1,110,366	(310,366)	-	
Cunningham Pool Renovation	TS0206	800,000	1,206,447	1,206,447	(406,447)	400,000	LWCF Grant/GF T-fer
Memorial Hall Project	TS0205	229,000	254,010	254,010	(25,010)	-	
TOTAL PARKS PROJECTS		**$ 10,257,104**	**$ 12,109,265**	**$ 12,109,228**	**$ (933,490)**	**$ 2,801,757**	
STORMWATER PROJECTS:							
Annual Maintenance (10 Years)	TS0408	$ 2,500,000	$ 3,175,562	$ 3,500,000	$ -	-	
Willow Branch Phase 1 (6th Street Relief)	TS0201	2,469,834	2,516,024	2,516,024	(46,190)	-	
4th Street East & Murphy Blvd.	TS0404	1,000,805	973,309	973,309	27,496	634,499	STP Urban Grant
5th Street & Division Avenue	TS0403	951,180	1,285,914	1,285,914	(334,734)	-	
Willow Branch Phase 3 (Connor Ave. Relief)	TS0407	508,880	297,519	297,519	211,361	86,307	CDBG Funds
Davis S.W. Detention Project	TS0402	502,275	648,541	648,541	(146,266)	-	
Brownell - 32nd Street to 34th Street	TS0409	606,421	78,847	78,847	527,574	-	
Mohaska Ditch	TS0410	593,104	59,636	110,000	-	-	
5th Street & Murphy Boulevard	TS0405	391,094	742,721	742,721	(351,627)	525,498	STP Urban Grant
Willow Branch Phase 2 (Moffet Ave. Relief)	TS0406	625,790	1,324,406	1,324,406	(698,616)	468,799	CDBG Funds
Roosevelt Ave. at 17th Street (Culvert)	TS0411	45,892	80,421	80,421	(34,529)	-	
Connecticut Ave. S. of Campbell Parkway (Culvert)	TS0412	156,000	274,200	274,200	(118,200)	171,600	Trans. Sales Tax Funds
30th Street & McClelland Boulevard	TS0413	666,278	576,120	576,120	90,158	400,000	Trans. Sales Tax Funds

Prepared by: Sherri McCulloch

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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2013

STORMWATER PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
Willow Branch Phase 4 (Picher Ave. - 10th to Junge)	TS0414	$ 530,530	$ 470,910	$ 470,910	$ 59,620	$ 300,000	CDBG Funds
Range Line Road South of 20th Street	TS0415	426,600	406,376	406,376	20,224	-	
38th Street & Jackson Avenue (Jackson Culvert)	TS0416	70,200	70,297	70,297	(97)	70,297	Trans. Sales Tax Funds
6th Street & Porter Avenue	TS0417	307,035	32,725	32,725	274,310	-	
44th Street East of Oaklawn Drive (Bridge)	TS0418	278,374	121,566	121,566	156,808 *	214,348	BRO Funds (County)
36th Street to Ferguson Road (Ditch)	TS0419	211,230	242,095	242,095	(30,865)	-	
Porter Avenue & "B" Street	TS0420	796,800	38,237	820,000	-	-	
McCoy Avenue & West 1st Street	TS0421	92,933	66,274	66,274	26,659	-	
"C" Street West of Porter Avenue	TS0422	190,801	57,567	220,000	-	250,000	Jasper County
8th Street & Patterson Avenue	TS0423	284,577	3,775	150,000	-	-	
Maiden Lane North of 7th Street	TS0424	87,387	1,240,176	1,240,176	(1,152,789)	50,466	Traffic Material Refund
"B" Street West of Porter Avenue	TS0425	62,626	29,268	85,000	-	-	
Texas Avenue - 32nd Street to 34th Street	TS0426	317,987	125,026	125,026	-	-	
Joplin Avenue - 11th Street to 12th Street	TS0427	329,443	367,001	367,001	(37,558)	300,000	CDBG Funds
2nd Street West of Walnut Avenue	TS0428	78,480	74,945	74,945	3,535	-	
15th Street East of Delaware Avenue	TS0429	207,000	164,247	164,247	42,753	164,247	Trans. Sales Tax Funds
10th Street & Peters Avenue	TS0430	46,606	45,424	45,424	-	-	
Schifferdecker Avenue at 32nd Street	TS0431	79,024	-	-	79,024 *	-	
Indiana Avenue - 20th Street to 22nd Street	TS0432	1,324,861	522,196	822,196	802,665	300,000	CDBG Funds
Iowa Avenue - 20th Street to 24th Street	TS0433	1,379,048	130,955	130,955	-	130,955	CDBG Funds
Old 32nd Street at McClelland Boulevard	TS0434	461,500	219,436	219,436	242,064	219,436	Trans. Sales Tax Funds
33rd Street West of Connecticut Avenue (Ditch)	TS0435	95,808	116,729	116,729	(20,921)	-	
Connecticut Avenue North of 26th Street	TS0436	43,833	16,432	16,432	27,402	16,432	Trans. Sales Tax Funds
Maiden Lane - 17th Street to 20th Street	TS0437	593,339	-	350,000	-	350,000	Trans. Sales Tax Funds
Main Street at 10th Street	TS0438	47,269	99,942	99,942	(52,673)	-	
"A" Street West of Porter Avenue	TS0439	88,529	217,779	217,779	(129,250)	250,000	Jasper County
Perkins Street West of Monroe Avenue	TS0440	120,926	54,695	54,695	66,231	-	
32nd Street & Schifferdecker Avenue	TS0441	56,912	-	-	56,912 *	-	
24th Street & Meadow Avenue	TS0442	515,749	73,193	750,000	-	-	
14th Street West of Joplin Avenue	TS0443	222,211	89,802	89,460	132,409	-	
TOTAL STORMWATER PROJECTS		**$ 20,365,171**	**$ 17,130,290**	**$ 19,977,709**	**$ (307,113)**	**$ 4,902,884**	

*Projects completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch

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PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE II
As of October 31, 2013
Sunset Date 3/31/22, Sales Tax Rate .25% (1/4)

	PARKS (41%)	STORMWATER (59%)	TOTAL
Beginning Fund Balance-FY 2013	$ (899,684.64)	$ 784,704.89	$ (114,979.75)
Revenues:			
Actual sales tax receipts in 2013	859,164.37	1,499,708.28	2,358,872.65
Projected sales tax receipts in 2013	370,835.63	270,291.72	641,127.35
Projected sales tax receipts in 2014	1,254,600.00	1,805,400.00	3,060,000.00
Projected sales tax receipts in 2015	1,231,615.81	1,772,325.19	3,003,941.00
Projected sales tax receipts in 2016	1,253,169.10	1,803,340.90	3,056,510.00
Projected sales tax receipts in 2017	1,278,232.40	1,839,407.60	3,117,640.00
Projected sales tax receipts in 2018	1,303,797.13	1,876,195.87	3,179,993.00
Projected sales tax receipts in 2019	1,329,873.13	1,913,719.87	3,243,593.00
Projected sales tax receipts in 2020	1,356,470.65	1,951,994.35	3,308,465.00
Projected sales tax receipts in 2021	1,383,599.94	1,991,034.06	3,374,634.00
Projected sales tax receipts in 2022	703,906.45	1,012,938.55	1,716,845.00
Actual sales tax receipts-Prior Years	560,306.17	806,294.24	1,366,600.41
Interest Income-Current Year	-	-	-
Interest Income-Prior Years	-	-	-
Total projected funding sources	$ 12,885,570.78	$ 18,542,650.63	$ 31,428,221.41
Expenditures:			
Actual project costs to date-Prior Years	$ 1,526,020.14	$ 886.00	$ 1,526,906.14
Actual TIF/Transfer payments to Developer to date-Prior Years	16,145.72	20,703.35	36,849.07
Actual costs to date-Current Year	5,588,274.71	288,598.00	5,876,872.71
Actual TIF/Transfer payments to Developer to date-Current Year	60,993.37	87,770.98	148,764.35
Sub-Total actual costs to date	$ 7,191,433.94	$ 397,958.33	$ 7,589,392.27
Remaining estimated project costs	5,678,655.00	18,217,566.00	23,896,221.00
Total projected costs	$ 12,870,088.94	$ 18,615,524.33	$ 31,485,613.27
Shortfall of estimated sales tax receipts	15,481.84	(72,873.70)	(57,391.86)
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ 15,481.84	$ (72,873.70)	$ (57,391.86)
Initial estimated cost of projects	12,792,950.00	18,507,050.00	31,300,000.00

Prepared by: Leslie Haase

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2013

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 35,123	$ 1,447,600	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	843,490	1,195,500	-	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	-	200,100	-	-	
Schifferdecker Park Improvements	TS0504	327,000	90,300	327,000	-	-	
Parr Hill Park Improvements	TS0505	70,000	-	70,000	-	-	
Skate Pods at Existing Parks	TS0506	240,000	-	240,000	-	-	
Athletic Complex Improvements	TS0507	77,000	-	77,000	-	-	
Cunningham Park Improvements	TS0508	150,000	78,000	150,000	-	-	
Ewert Park Improvements	TS0509	50,000	-	50,000	-	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	-	1,098,250	-	-	
Campbell Parkway Improvements	TS0511	60,000	-	60,000	-	-	
Garvin Park Improvements	TS0512	13,000	-	13,000	-	-	
Leonard Park Improvements	TS0513	45,000	-	45,000	-	-	
McClelland Park Improvements	TS0514	63,500	-	63,500	-	-	
Humphrey Park Improvements	TS0515	57,000	-	57,000	-	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	-	227,500	-	-	
Landreth Park Improvements	TS0517	120,000	-	120,000	-	-	
Spiva Park Improvements	TS0518	50,000	-	50,000	-	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	26,667	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	-	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	6,029,300	6,029,300	-	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	11,415	51,500	-	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 7,114,295**	**$ 13,022,250**	**$ -**	**$ -**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2013

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 4,476	$ 961,850	$ -	$ -	
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	7,239	3,000,000	-	-	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	70,456	2,500,000	-	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	-	774,200	-	-	
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	-	2,652,000	-	-	
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	-	987,000	-	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	-	1,543,000	-	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	-	565,000	-	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	-	656,000	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	-	518,000	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	-	1,163,000	-	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	-	739,000	-	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	-	525,000	-	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	-	556,000	-	-	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	621,000	-	-	
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	-	119,000	-	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	-	269,000	-	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	358,000	-	-	
TOTAL STORMWATER PROJECTS		**$ 18,507,050**	**$ 289,484**	**$ 18,507,050**	**$ -**	**$ -**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
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CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of October 31, 2013
Sunset Date 1/1/15, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2013	$	11,026,455.11
Revenues:		
Actual sales tax receipts in 2013		4,674,922.10
Projected sales tax receipts in 2014		4,590,000.00
Projected sales tax receipts in 2015		1,176,187.50
Actual sales tax receipts-Prior Years		35,115,506.25
Interest Income-Current Year		20,406.29
Interest Income-Prior Years		1,209,125.99
Insurance Settlement-Prior Years		335,000.00
Sale of Real Property-Current Year		211,840.01
Sale of Real Property-Prior Year		17,110.00
Property Lease Income-Current Year		-
Property Lease Income-Prior Years		36,764.78
Traffic Material Repairs-Current Year		-
Traffic Material Repairs-Prior Years		157,255.94
32nd & Main-MoDot Reimbursement-Current Year		-
32nd & Main-MoDot Reimbursement-Prior Year		3,972,525.59
Zora/Main Exchange MoDot Grant-Current Year		-
Zora/Main Exchange MoDot Grant-Prior Years		430,991.97
TIGER II Grant-Current Year		82,361.60
Transportation Sales Tax Subsidy-Current Year		500,000.04
Transportation Sales Tax Subsidy-Prior Years		6,500,000.16
Local Government Participating-Current Year		200,000.00
Local Government Participating-Prior Years		1,294,057.00
Total projected funding sources	$	60,524,055.22
Expenditures:		
Actual project costs to date-Prior Years	$	37,247,940.31
Actual TIF payments to Developer to date-Prior Years		852,177.31
Actual project costs to date-Current Year		5,728,911.82
Actual TIF/Transfer payments to Developer to date-Current Year		208,270.12
Sub-total actual costs to date	$	44,037,299.56
Remaining estimated project costs		23,717,385.00
Total projected costs	$	67,754,684.56
Shortfall of estimated sales tax receipts		(7,230,629.34)
Future alternate source of funding		20,039,823.00
Funding over/(under)	$	12,809,193.66
Initial estimated cost of projects		60,312,875.00

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

Prepared by: Leslie Haase

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2013

						FUNDING SOURCES			
CAPITAL IMPROVEMENT PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
City Overlay Program	TC0502	$ 5,375,000	$ 3,528,609	$ 5,375,000	$ -	$ -	$ -	$ 5,375,000	$ 5,375,000
32nd Street (Main to Jackson) & Jackson Realignment	**TC0503**	**2,687,500**	**2,569,515**	**2,569,515**	**117,985**	**977,444**	**150,000**	**1,442,071**	**2,569,515**
32nd Street & Main Intersection	**TC0504**	**4,300,000**	**6,158,463**	**6,158,463**	**(1,858,463)**	**-**	**4,396,913**	**1,761,550**	**6,158,463**
Connecticut Avenue from Murphy to 30th Street	**IS0401**	**6,450,000**	**9,028,901**	**9,028,901**	**(2,578,901)**	**2,345,865**	**-**	**6,683,036**	**9,028,901**
Maiden Lane from 20th to 30th	TC0505	2,150,000	586,051	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane from 9th to 17th	TC0506	2,150,000	513,635	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane - TIGER Grant Portion	TG0520	3,871,360	394,050	5,545,260	-	-	4,346,085	1,199,175	5,545,260
20th & Main Intersection	**TC0507**	**1,505,000**	**406,501**	**406,501**	**1,098,499**	**-**	**-**	**406,501**	**406,501**
Connecticut Viaduct at 26th Street	**TC0508**	**4,300,000**	**5,356,890**	**5,356,890**	**(1,056,890)**	**3,263,910**	**694,057**	**1,398,923**	**5,356,890**
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	344,208	2,687,500	-	977,444	-	1,710,056	2,687,500
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	851,540	1,859,798	-	-	1,558,148	301,650	1,859,798
Murphy Blvd. from North Main to 7th	**TC0501**	**1,671,625**	**152,681**	**152,681**	**1,518,944**	**152,681**	**-**	**-**	**152,681**
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,013,017	15,050,000	-	1,915,263	12,040,000	1,094,737	15,050,000
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	343,411	1,881,250	-	684,211	-	1,197,039	1,881,250
26th Street - TIGER Grant Portion	TG0521	2,069,375	433,678	2,399,775	-	-	2,069,375	330,400	2,399,775
Zora from Range Line to Main	TC0512	2,150,000	73,956	2,150,000	-	781,955	-	1,368,045	2,150,000
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,290,000	-	469,173	-	820,827	1,290,000
West Bypass Corridor Study	TC0514	161,250	202,115	361,250	-	-	161,250	200,000	361,250
St. Louis from Broadway to Zora	TC0515	1,827,500	161,137	1,827,500	-	664,662	-	1,162,838	1,827,500
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,502,935	2,150,000	-	781,955	-	1,368,045	2,150,000
CR 190, 32nd Street to Interstate 44	**TC0517**	**2,150,000**	**1,428,747**	**1,428,747**	**721,253**	**781,955**	**1,000,000**	**(353,208)**	**1,428,747**
Tristate Road, 1st Street to Perkins	**TC0518**	**376,250**	**907,844**	**907,844**	**(531,594)**	**136,842**	**-**	**771,002**	**907,844**
20th Street Overpass - TIGER Grant	TG0522	3,261,716	1,752,089	7,376,000	-	-	3,770,200	3,605,800	7,376,000
20th Street Transit - TIGER Grant	TG0524	468,192	180,837	468,192	-	-	256,192	212,000	468,192
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$ 42,976,851**	**$ 80,731,067**	**$ (2,569,166)**	**$ 15,497,269**	**$ 30,442,220**	**$ 34,791,578**	**$ 80,731,067**

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

Prepared by: Sherri McCulloch
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PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2013
Sales Tax Rate .50% (1/2)

	PS SALES TAX FY 2013	PS SALES TAX FY 2012	PS SALES TAX FY 2011	PS SALES TAX FY 2010	PS SALES TAX FY 2009	PS SALES TAX FY 2008	PS SALES TAX FY 2007	PS SALES TAX GRAND TOTAL
Beginning Fund Balance	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ -	$ -
Revenues:								
Sales tax receipts	$ 6,232,830	$ 6,417,984	$ 6,281,860	$ 5,815,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 39,960,035
Land Donation	-	-	-	36,000	-	-	-	36,000
Total Revenue	$ 6,232,830	$ 6,417,984	$ 6,281,860	$ 5,851,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 39,996,035
Expenditures:								
Public Works:								
Electric Charges-Street Lights	$ 314,970	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 902,860
Sub-Total Public Works	$ 314,970	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 902,860
Police:								
Wages & Benefits	$ 2,377,418	$ 1,670,021	$ 1,608,017	$ 1,506,077	$ 1,791,349	$ 797,786	$ 100,605	$ 9,851,274
Wearing Apparel	17,214	15,767	14,201	18,075	30,240	24,607	12,992	133,095
Maintenance Supplies	-	900	833	979	745	1,185	973	5,615
Operational Supplies	15,739	21,317	19,529	27,283	36,281	33,897	15,463	169,508
Computer Peripherals	-	-	-	1,997	-	-	-	1,997
General Office Supplies	1,271	588	907	1,151	1,009	157	-	5,084
Small Office Equipment	-		-	-	-	490	-	490
Small Office Furnishings	480		-	-	-	1,845	-	2,325
Chemical & Laboratory Suppl	1,893	2,245	1,871	457	3,513	1,252	114	11,343
Telephone Charges	8,060	6,140	4,300	3,214	3,192	1,854	-	26,761
Fuel, Oil & Diesel	40,768	51,756	58,639	46,095	28,261	39,634	-	265,153
Central Garage Repairs	35,559	44,647	40,489	33,738	16,688	19,287	-	190,407
Vehicle Lease	-		-	-	2,700	-	-	2,700
Vehicle Cleaning	-		-	-	-	226	-	226
Laundry Services	273	1,270	979	764	2,343	500	-	6,129
Maintenance Contracts & Agr	40,886	40,395	43,684	34,804	35,934	41,599	1,636	238,939
Travel Expenses	3,226	4,244	1,216	3,712	9,927	6,383	2,953	31,661
Conferences & Seminars	5,915	4,255	2,555	5,654	-	-	-	18,379
Publications & Subscriptions	-		-	798	-	-	-	798
Printing Services	817	504	320	1,160	1,090	-	-	3,891
Liability Insurance	32,203	24,571	-	-	-	-	-	56,774
Land Acquisition	-		-	-	198,456	-	-	198,456
Motor Vehicles	89,241		-	-	171,408	142,288	91,427	494,364

Prepared by: Leslie Haase

2:24 PM 11/16/2013

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2013
Sales Tax Rate .50% (1/2)

Operating Equipment	12,462		-	-	17,764	31,401	-	61,627
Computer Equipment			-	19,673	167,488	200,574	246,318	634,053
Transfers Out	598,436	582,896	572,782	527,425	505,943	352,527	-	3,140,009
Sub-Total Police	$ 3,281,862	$ 2,471,515	$ 2,370,322	$ 2,233,056	$ 3,024,331	$ 1,697,491	$ 472,480	$ 15,551,056
Fire:								
Wages & Benefits	$ 1,840,181	$ 1,256,016	$ 387,432	$ 320,276	$ 679,111	$ 205,174	$ 14,927	$ 4,703,117
Wearing Apparel	1,787	12,528	3,237	1,399	2,250	2,852	-	24,053
Operational Supplies	3,236	5,017	4,549	2,334	1,340	-	-	16,475
Safety Equipment	15,135	45,715	13,875	10,083	2,407	8,084	600	95,899
Electric Charges	16,723	10,316	-	-	-	-	-	27,038
Gas Charges	3,153	392	-	-	-	-	-	3,546
Telephone Charges	97	44	-	-	-	-	-	142
Water Charges	5,035	3,433	-	-	-	-	-	8,469
Sanitation Charges	283	66	-	-	-	-	-	348
Pest Control	-	70	-	-	-	-	-	70
FEMA Cleanup Fees	1,081,134	-	-	-	-	-	-	1,081,134
Maintenance Contracts & Agr	8,844	8,454	7,830	6,418	7,129	10,232	416	49,323
Travel Expenses	-		-	56	257	-	-	313
Conferences & Seminars	-		-	95	-	-	-	95
Paramedic Training	2,077	1,737	9,927	-	-	-	-	13,741
Educational Materials	2,108		1,093	1,360	-	-	-	4,561
Liability Insurance	24,606	5,158	-	-	-	-	-	29,764
Building Acquisitions	3,401	1,417,438	676,141	51,332	1,231	-	-	2,149,544
Land Acquisition	-		-	36,000	-	-	-	36,000
Motor Vehicles	296,063	545,069	-	858,209	-	-	-	1,699,341
Emergency Operating Equip	2,086	114,738	92,826	-	-	-	-	209,650
Computer Equipment	5,294	7,796	-	649	-	16,360	64,700	94,799
Transfers Out	289,830	168,692	156,327	140,969	104,753	69,501		930,072
Sub-Total Fire	$ 3,601,073	$ 3,602,678	$ 1,353,236	$ 1,429,181	$ 798,478	$ 312,203	$ 80,644	$ 11,177,494
PS Training Center:								
Janitorial Supplies	$ 1,541	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,541
Operational Supplies	781	-	-	-	-	-	-	781
General Office Supplies	357	-	-	-	-	-	-	357
Facility Lease & Rental	3,980							3,980
Telephone Charges	3,117							3,117
Office Equipment	15,748	-	-	-	-	-	-	15,748
Office Furnishings	34,651	-	-	-	-	-	-	34,651
Computer Equipment	3,631	-	-	-	-	-	-	3,631
Sub-Total PS Training Center	$ 63,807	$ -	$ -	$ -	$ -	$ -	$ -	$ 63,807
TIF Payments to Developer	$ 301,994	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 1,325,263

Prepared by: Leslie Haase

2:24 PM 11/16/2013

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2013
Sales Tax Rate .50% (1/2)

Sub-Total TIF Payments Out	$ 301,994	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 1,325,263
Total Expenditures	$ 7,563,707	$ 6,516,328	$ 4,095,649	$ 3,973,978	$ 4,052,503	$ 2,213,324	$ 604,991	$ 29,020,480
Net Change in Fund Balance	$ (1,330,877)	$ (98,344)	$ 2,186,211	$ 1,877,664	$ 1,752,119	$ 3,874,188	$ 2,714,594	$ 10,975,555
Ending Fund Balance	$ 10,975,555	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ 10,975,555

Prepared by: Leslie Haase

2:24 PM 11/16/2013

CITY OF JOPLIN, MISSOURI
PUBLIC SAFETY SALES TAX
PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of October 31, 2013

DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2013 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers (5 Addtl/5 Shifts)	70,782	*	1,769,550	2,700,813	10,258,197	12,959,010	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	540,163	1,158,813	1,698,976	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685	1,709,792	1,028,988	2,738,780	15 Firefighters hired
3 Coverage Firefighters for Current Operations	48,379		145,137	341,958	1,208,518	1,550,476	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	341,958	1,208,518	1,550,476	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548				
Fire Training Captain	56,051		56,051	113,986	219,122	333,108	1 Fire Training Captain hired
Neighborhood Security Light Program (3,700 Additional at $250 each annually)			925,000	314,970	587,890	902,860	2,400 Streetlights
Wireless Access for Public Safety			50,000	49,730	234,892	284,622	Monthly Recurring Charge
Police Substation			10,000	-	198,456	198,456	Substation to be repaid annually
Sub-Total Operational Ongoing Costs			4,761,018	6,113,371	16,103,394	22,216,765	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	3,401	2,182,143	2,185,544	Construction Phase
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-		-	
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	63,807	-	63,807	
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000				
Engine for Eastside Station			450,000				
Additional Joint Fire/Police Training Center Needs			2,000,000				
Rebuild Fire Stations lost in tornado				1,081,134	-	1,081,134	
Sub-Total One-Time Capital Costs			10,505,000	1,148,342	4,330,111	5,478,453	
TIF Expense Payments to Developer				301,994	1,023,268	1,325,262	
GRAND TOTAL ACTUAL EXPENDITURES				**7,563,707**	**21,456,773**	**29,020,480**	

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

Prepared by: Leslie Haase

2:33 PM11/16/2013

CITIZENS REQUESTS

REQUEST TO ADDRESS COUNCIL

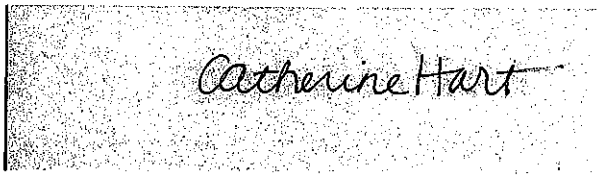
Date: __December 12, 2013

TO: Mayor and Members of the Council

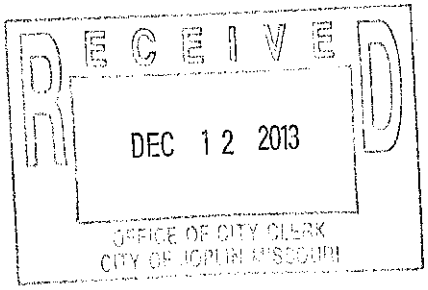
I would like to address the City Council at the December meeting on the following subject:

offer updates on the status of sustainable rebuilding projects and information about activities undertaken by GreenTown Joplin in 2013

Thank you.



Name: Catherine Hart
Address: 3115 S. Main #5023
Daytime Phone: 620-549-3752



CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES December 2, 2013

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
Motion by Dr. Rosenberg, Second by Ms. Raney to excuse Mr. Scearce. Motion carried 8-0.

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – led by Mr. Shaw

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Mr. Tim Parker, 5733 W. Highway 86, Joplin, Missouri, addressed Council regarding abuse of the dangerous building ordinance.

PUBLIC HEARINGS
Public Hearing Procedures: Read by Assistant City Clerk Barbara Gollhofer

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2013-299.

Mayor Colbert-Kean opened the Public Hearing

Kyle Denham, 303 Main St., Joplin, appeared in favor of this item to represent Joplin Schools.

No one appeared in opposition to this item.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013-299. Motion by Dr. Rosenberg, Second by Mr. Golden, to Place Council Bill No. 2013-299 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read as being Council Bill No. 2013-299

AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of Seventh Street between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-300.

Mayor Colbert-Kean opened the Public Hearing

William T. Ramsey, 4220 Kentucky, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No.2013-300. Motion Mr. Glaze, Second by Mr. Golden, to Place Council Bill No. 2013-300 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read as being Council Bill No. 2013-300.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 707 and 711 South Park Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-301.

Mayor Colbert-Kean opened the Public Hearing

David Harrison, 200 Fair Oaks Dr., Bryant, Arkansas, owner of RNR Custom Wheels, appeared in favor of this item.

Clayton Christie, Tri-State Engineering, 702 S. Main, Joplin, appeared in favor of this item.

Keith Grebe, 2736 E. 15th St., Joplin, appeared in opposition to this item.

Charles Allyn Burt, 2609 Waters Edge Blvd., Joplin, appeared in opposition to this item.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013-301. Motion by Dr. Rosenberg, Second by Ms. Raney to Deny Council Bill No. 2013-301. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, and Shaw, 5. Nays: Glaze, Seibert, and Woolston, 3. Absent: 1, Scearce.

The Council Bill was Denied.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-

3-PD property as described below and located at 2817 East 20th Street in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-302.

Mayor Colbert-Kean opened the Public Hearing

Michael Uhlmer, 2502 S. Moffet, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2013-302. Motion Mr. Woolston, Second by Mr. Golden, to Place Council Bill No. 2013-302 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read as being Council Bill No. 2013-302.

AN ORDINANCE providing for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-303

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor or opposition to this item.

Mr. Woolston introduced Council Bill No. 2013-303. Motion by Mr. Woolston, Second by Mr. Golden to Place Council Bill No. 2013-303 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read being Council Bill No. 2013-303.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-304

Mayor Colbert-Kean opened the Public Hearing

Gerald Norton, Tri-State Engineering, 702 S. Main St. appeared in favor of this item.

No one appeared in opposition of this item.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013-304. Motion by Dr. Rosenberg, Second by Ms. Raney to Place Council Bill No. 2013-304 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read as being Council Bill No. 2013-304.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-305

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor or opposition to this item.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013-305. Motion by Dr. Rosenberg, Second by Ms. Raney to Place Council Bill No. 2013-305 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce

The Council Bill was read as being Council Bill No. 2013-305

AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for RESOLUTION NO. 2013-031

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or in opposition to this item.

The Public Hearing was closed.

Dr. Rosenberg introduced Resolution No. 2013-031. Motion by Dr. Rosenberg, Second by Ms. Raney to Approve Resolution No. 2013-031. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Resolution was read as Approved Resolution No. 2013-031

A RESOLUTION granting a Special Use Permit (First Request) to N & R of Joplin LLC for the development and operation of a skilled nursing facility located at 2810 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING FOR COUNCIL BILL NO. 2013-306

Mayor Colbert-Kean opened the Public Hearing

Cynthia Swadner, 2008 Highlander Dr. Joplin MO appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2013-306. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2013-306 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read as being Council Bill No. 2013-306

AN ORDINANCE providing for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement located at 2008 Highlander Drive in the City of Joplin, Newton County, Missouri.

PUBLIC HEARING FOR COUNCIL BILL NO. 2013-307

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or in opposition to this item

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2013-307. Motion by Mr. Woolston, Second by Mr. Golden to Place Council Bill No. 2013-307on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read as being Council Bill No. 2013-307

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Prigmore Road between Route FF/32nd Street and Interstate 44 in Jasper County, Missouri.

PUBLIC HEARING FOR COUNCIL BILL NO. 2013-308

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or in opposition to this item.

Mr. Woolston introduced Council Bill No. 2013-308. Motion by Mr. Woolston, Second by Mr. Golden to Place Council Bill No. 2013-308 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was read as being Council Bill No. 2013-308

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri.

PUBLIC HEARING FOR COUNCIL BILL NO. 2013-309

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or in opposition to this item.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013-309. Motion by Dr. Rosenberg, Second by Mr. Glaze to Strike Council Bill No. 2013-309. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Scearce.

Council Bill No. 2013-309 was Stricken from the Agenda.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri.

CONSENT AGENDA APPROVED

Motion by Mr. Golden, Second by Mr. Glaze, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Scearce.

Minutes of the November 18, 2013 Council Meeting

COUNCIL BILL NO. 2013-516 - AN ORDINANCE adopting a change in the Benefit Program of the City of Joplin under the Missouri Local Government Employees Retirement System of covered employees from LT-14 (65) to L-6, in accordance with RSMo. Section 70.656, and setting a date when this ordinance shall become effective. Ordinance No. 2013-274

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Seibert introduced Council Bill No. 2013-632. Motion by Mr. Seibert, Second by Mr. Glaze to Adopt Council Bill No. 2013-632.Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce.

The Council Bill was Adopted and entitled Ordinance No. 2013-275

AN ORDINANCE approving a Contract for Online Reporting by and between the City of Joplin, Missouri and Coplogic Inc., dealing generally with the provision of customer support, maintenance, and technical support for the Police Department for the initial amount of Sixteen

Thousand Dollars ($16,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Case 076-13: Southwest corner of E. 20th Street & Connecticut Avenue – A request for a Site Plan Review for Commerce Bank, a proposed commercial bank development in a C-1 PD (Neighborhood Commercial – Planned Development) and C-2 PD (Central Business District – Planned Development) zoning district – Commerce Bank / Howard + Helmer Architecture.
Motion by Mr. Woolston, Second by Mr. Golden to Approve Case 076-13. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Scearce, 1.

Mr. Woolston congratulated the Webb City football team for earning the State Championship title for the fourth consecutive year. He also congratulated Lamar for their third consecutive title win, and Seneca for their accomplishments as well. He stated that although these schools are not in the city of Joplin, they are certainly a part of our community and deserve recognition.

There being no further business the meeting adjourned at 7:25 p.m.

Respectfully submitted,

Barbara J. Gollhofer

Barbara J. Gollhofer, MRCC

Assistant City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-299
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly Nat Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission NAW Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 052-13: North of Seventh Street between Gray and Picher Avenues – A request for the vacation of a 20 foot wide public alley and utility easement and a 14 foot wide utility easement – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
This is the final portion of an alley that once ran between Sixth and Seventh Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons, as well as build a new FEMA storm shelter/gymnasium addition over the existing alley and utility easement.

The vacation request will complete the vacation of the remaining portion of the alley and utility easement between 6th and 7th Streets and between Picher and Gray, as well as the remaining portion of a utility easement between the alley and Picher.

Staff recommends approval of Case 052-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham, PLJBD Architects, appeared representing Joplin Schools. He requested the vacation of two utility easements that are currently on the West Central Elementary School campus. One easement comes from Picher Avenue, with the other easement coming from Seventh Street. Part of the alley has already been vacated, and he is requesting the vacation of the remaining portion of the alley off of Seventh Street to allow for an addition to the West Central campus.

Mr. Denham showed the commissioners a site plan for the proposed development. The expansion will be to the west of the existing campus building. With this addition, they can get buses and cars off of the street and have some vehicular parking on a paved parking lot off of Picher Avenue. The alley access from Seventh Street will be closed once construction begins.

Mr. Denham stated that the school has a contract to purchase the remaining house west of the school building. The people who live there have the rights to live in their house until their new house is constructed, which Mr. Denham understands is currently under construction. The school will then demolish the existing house.

Mr. Denham has received letters of consent from the utility companies stated they have no problems with the proposed vacations. He will allow some additional bus parking off Seventh Street which will allow vehicular circulation to greatly improve around the campus.

Mr. Cortez asked if the additional parking is for the staff, and Mr. Denham replied for staff and parents.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 052-13:

A request for the vacation of a 20 foot wide public alley and utility easement and a 14 foot wide public utility easement.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

REPRESENTATIVE: N/A

LOCATION: North of 7th Street between Picher and Gray

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley & Utility Easement	20' x 150'
Utility Easement	14' x 180'

REASON FOR VACATION:

This is the final portion of an alley that once ran between 6th and 7th Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons, as well as build a new FEMA storm shelter/gymnasium addition over the existing alley and utility easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will complete the vacation of the remaining portion of the alley and utility easement between 6th and 7th Streets and between Picher and Gray, as well as the remaining portion of a utility easement between the alley and Picher.

Staff recommends approval of Case 052-13.
ENCLOSURES: None

RECEIVED 6-18-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 052-13
Filing Fee: $ 350.00
Date Advertised: 7-28-13
Date Notices Sent 7-29-13
Public Hearing Date: 8-12-13

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

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

Address: 303 S. MAIN JOPLIN MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☒

Other (Please specify)

III. Legal Description of area requested to be vacated: PARTIAL ALLEY BETWEEN PICHER AND GRAY, NORTH OFF 7TH WEST OF WEST CENTRAL ELEMENTARY SCHOOL. SEE ATTACHED DRAWING

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

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

   NO, JOPLIN SCHOOLS OWNS ALL OF THE PROPERTY ON BOTH SIDES OF THIS ALLEY

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.

   VACATING THIS ALLEY WOULD ALLOW JOPLIN SCHOOLS TO DEVELOP THE SITE & RESTRICT ACCESS NEXT TO THE SCHOOL.

V. Required Attachments:

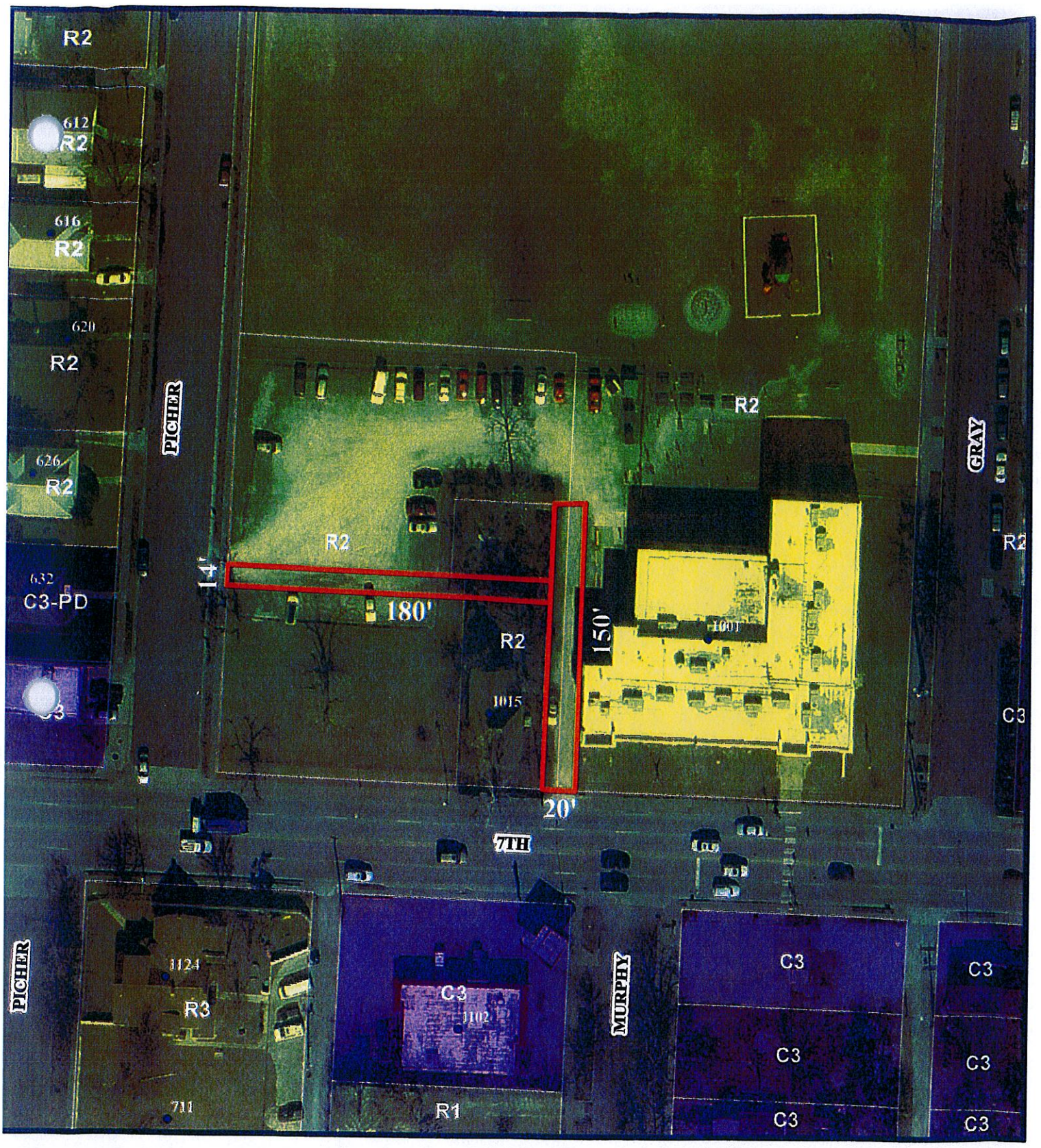
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

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

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

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

Kyle Denham



Case 052-13: A request for the vacation of a portion of a 20 foot wide public alley and utility easement beginning at the north right-of-way line of 7th Street north approximately 150 feet. Located between 1001 and 1015 West 7th Street, and the vacation of a 14 foot wide public utility easement beginning at the east right-of-way line of Picher to the said public alley. - Kyle Denham, on behalf of Joplin Schools



Case 052-13: North of Seventh Street between Gray and Picher Avenues – A request for the vacation of a 20 foot wide public alley and utility easement and a 14 foot wide utility easement – Kyle Denham, on behalf of Joplin Schools.

Mr. Eastman opened the public hearing for Case 052-13.

Mr. Kyle Denham, PLJBD Architects, 303 South Main Street, Joplin, appeared representing Joplin Schools. He requested the vacation of two utility easements that are currently on the West Central Elementary School campus. One easement comes from Picher Avenue, with the other easement coming from Seventh Street. Part of the alley has already been vacated, and he is requesting the vacation of the remaining portion of the alley off of Seventh Street to allow for an addition to the West Central campus.

Mr. Denham showed the commissioners a site plan for the proposed development. The expansion will be to the west of the existing campus building. With this addition, they can get buses and cars off of the street and have some vehicular parking on a paved parking lot off of Picher Avenue. The alley access from Seventh Street will be closed once construction begins.

Mr. Denham stated that the school has a contract to purchase the remaining house west of the school building. The people who live there have the rights to live in their house until their new house is constructed, which Mr. Denham understands is currently under construction. The school will then demolish the existing house.

Mr. Denham has received letters of consent from the utility companies stated they have no problems with the proposed vacations. He will allow some additional bus parking off Seventh Street which will allow vehicular circulation to greatly improve around the campus.

Mr. Cortez asked if the additional parking is for the staff, and Mr. Denham replied for staff and parents.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 052-13.

MR. CORTEZ MOVED, SECONDED BY MR. SMITH, THAT CASE 052-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 052-13
Kyle Denham, on behalf of Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-299 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of Seventh Street between Picher and Gray 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. That all that part of a 20-foot wide public alley and utility easement and a 14-foot wide utility easement located north of Seventh Street between Picher and Gray Avenues 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:

> The portion of the north-south public alley and utility easement extending from the north line of Lot Five (5) in J.C. Sherer's Sub-Division of Lots 33, 34, 35 and 36 in Gray's Addition to the City of Joplin, south to the north right-of-way line of Seventh Street AND the vacation of all of a 14 foot wide public utility easement more specifically described as follows: The east-west public utility easement bounded by the south line of Lot Five (5) in J.C. Sherer's Sub-Division of Lots 33, 34, 35 and 36 in Gray's Addition to the City of Joplin, and the north line of Lot One (1), Two (2), Three (3), and Four (4) in J.C. Sherer's Sub-Division of Lots 33, 34, 35, and 36 in Gray's Addition to the City of Joplin.

Section 2. That these portions 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 _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-300
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 065-13: 707 and 711 South Park Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – William T. Ramsey.

STAFF SUMMARY:
The proposed rezoning will allow for the expansion of an adjacent business across the north-south alley at 714 South Highland Avenue. The business would like to add additional parking and a new building. They have purchased 3 lots, with the 2 northern lots requested to be rezoned. The southern lot will remain residential. The applicant is aware that a 6 foot privacy fence and landscaping buffer will be required between the commercial and residential lot.

Staff recommends approval of Case 065-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. David Glenn, a commercial broker with the Glenn Group Real Estate, appeared representing both Todd and Julie Ramsey of Ramsey Media Works. They are proposing to rezone this particular property to District C-3. Their business is a commercial advertising firm, with most of their clients being national trucking companies.

Mr. and Mrs. Ramsey's business has grown to the extent that they would like to purchase the property in this request and use it for additional parking. They are surrounded by C-3 zoning to the north, east, and west, and they intend to use this property primarily for a parking lot because of the increased number of employees. They do not have many local clients since most of their customers are national clients. They will be applying for a building permit in the future for a recording and video building in order to do on-site commercials.

Mr. Smith asked the City staff if Mr. and Mrs. Ramsey must sign an affidavit giving Mr. Glenn the power to represent them at this meeting. Mr. Wright has a copy of that affidavit.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Rezoning

CASE 065-13:

A request to rezone from Districts R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development.

APPLICANT: William T. Ramsey

LOCATION: 707 and 711 S. Park Avenue

REQUESTED ZONING: C-3 (Commercial)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant Lot	12,500 ft² / 0.29 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3 & R-1	R-1	C-3 & R-1
Land Use	Commercial	Commercial & Single-Family	Single-Family	Commercial & Single-Family

FUTURE LAND USE:

This site is recommended for low-density residential in the 2012 Future Land Use Map. However, several other adjacent properties are zoned C-3. The proposed zoning change is for the expansion of an adjacent business at 714 S. Highland Avenue.

TRANSPORTATION:

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

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties. The applicant is aware of screening and landscaping requirements.

DISCUSSION

The proposed rezoning will allow for the expansion of an adjacent business across the north-south alley at 714 S. Highland Avenue. The business would like to add additional parking and a new building. They have purchased 3 lots, with the 2 northern lots requested to be rezoned. The southern lot will remain residential. The applicant is aware that a 6 foot privacy fence and landscaping buffer will be required between the commercial and residential lot.

Staff recommends approval of Case 065-13.

ENCLOSURES: None

RECEIVED 9-23-13

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 065-13
Filing Fee: $350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
P&Z Date: 11-11-13
City Council Date: 12-2-13

APPLICANT: WILLIAM T. RAMSEY PHONE: (417) 782-3694
ADDRESS: 714 S HIGHLAND AVE JOPLIN, MO ZIP: 64801
EMAIL: todd@ramseymediaworks.com
OWNER: MARK AND KATHLEEN ROGERS PHONE:
ADDRESS: 1208 EAGLECREST ST. STE B NIXA, MO ZIP: 65714
EMAIL: karogers8166@hotmail.com
LOCATION OF PROPERTY: 715 S. PARK JOPLIN, MO. 64801
LEGAL DESCRIPTION: ALL OF LOTS FIFTY (50) FIFTY-ONE (51) ~~AND FIFTY-TWO (52)~~ IN CORALID VIEW ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI

Present Zoning R-1 Requested Zoning: C-3 Acreage: .28
Present Use of Property: VACANT LOT
Proposed Use of Property: PARKING LOT AND FUTURE BUSINESS RELATED STRUCTURE

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CAR LOT	C-3
South	SINGLE FAMILY	R-1
East	COMMERCIAL OFFICE	C-3
West	AUTO REPAIR	C-3

CHARACTER OF THE NEIGHBORHOOD: MOSTLY COMMERCIAL ACTIVITY

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? NO
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

✓ 1. One copy of a legal description of the property proposed to be rezoned.

✓ 2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

✓ 4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:

___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: PARK ST.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: N A
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? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

NOTHING UNIQUE. TO BE USED FOR THE ENHANCEMENT OF THE CURRENT BUSINESS

SIGNATURE: William T Ramsey DATE: 9-23-13

BY: William T Ramsey

TITLE: OWNER

09-20-2013

City of Joplin

Subject: Rezoning of 715 S. Park Ave.

This rezoning is requested in order to meet some of the needs of our growing business. It will provide additional off-street parking and help satisfy the potential for future facility expansion. (re: storage for records and equipment).

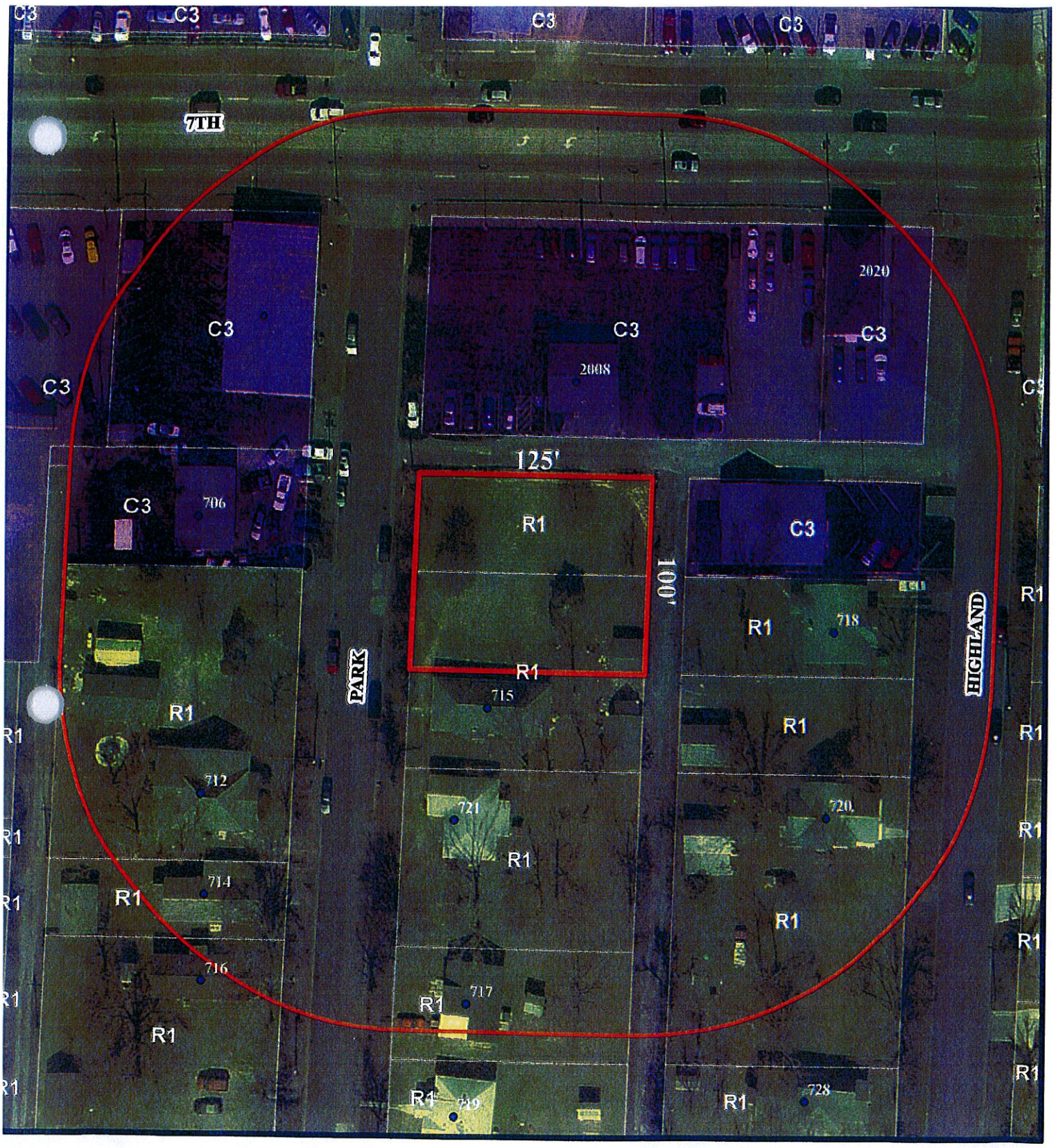
There should be no impact to the surroundings since the site is currently vacant land and is bordered by C-3 zonings on 3 of the 4 sides. This zoning will benefit the City of Joplin by improving a vacant lot and allowing a successful Joplin business to grow and expand.

Thank you for your consideration in this matter,

Best Regards,

Todd Ramsey

Todd Ramsey



0 60 120 240 360 480 Feet

Case 065-13: A request to rezone from District R-1 (Single-Family) to District C-3 (C mercial) for future commercial development at 707 and 711 S. Park Avenue. - William T. Ramsey

N

Case 065-13: 707 and 711 South Park Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – William T. Ramsey.

Mr. Eastman opened the public hearing for Case 065-13.

Mr. David Glenn, a commercial broker with the Glenn Group Real Estate, appeared representing both Todd and Julie Ramsey of Ramsey Media Works. They are currently on a business trip, so Mr. Glenn is representing them. They are proposing to rezone this particular property to District C-3. Their business is a commercial advertising firm, with most of their clients being national trucking companies.

Mr. and Mrs. Ramsey's business has grown to the extent that they would like to purchase the property in this request and use it for additional parking. They are surrounded by C-3 zoning to the north, east, and west, and they intend to use this property primarily for a parking lot because of the increased number of employees. They do not have many local clients since most of their customers are national clients. They will be applying for a building permit in the future for a recording and video building in order to do on-site commercials.

Mr. Smith asked the City staff if Mr. and Mrs. Ramsey must sign an affidavit giving Mr. Glenn the power to represent them at this meeting. Mr. Wright has a copy of that affidavit.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 065-13.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT CASE 065-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 065-13
William T. Ramsey
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-300 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 707 and 711 South Park 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 C-3:

All of Lots Fifty (50) and Fifty-One (51) in Grand View Addition to the City of Joplin, Jasper County, 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 _____, 2013.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-302
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly NAH Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission MW Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 067-13: 2502 South Moffet Avenue – A request for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 – LTC Consulting.

STAFF SUMMARY:
The vacation request will vacate the three easements currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easements.

Staff recommends approval of Case 067-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Ulmer, LTC Consulting, appeared to request the permission to rebuild their skilled nursing facility at 26th Street and Moffet Avenue that was destroyed by the tornado. He lost two skilled nursing facilities, one on West 32nd Street, and one at 26th and Moffet. He showed the commissioners a rendering of the proposed facility and some photos of the destruction caused by the tornado. The proposed facility will add over 100 jobs.

Mr. Cortez asked Mr. Ulmer if these 100 jobs would be in both facilities or just in the facility at 26th and Moffet. He replied that each facility will hold over 100 jobs.

Mr. Eastman asked if the City staff has any problems with the vacation of these easements, and Mr. Bolander replied no. He stated that the developers are actually trying to take care of some things that weren't taken care of in the past, so the staff is supportive of this proposal.

PUBLIC COMMENT: None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 067-13:

A request for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 at 2502 S. Moffet Avenue.

APPLICANT: LTC Consulting

REPRESENTATIVE: N/A

LOCATION: 2502 S. Moffet Avenue.

EXISTING CONDITIONS:

Easement Type(s)	Easement Sizes
Utility easements	25' x 345' / 20' x 300' / 20' x 70'

REASON FOR VACATION:

The vacation of the requested easements will allow for the development of a skilled nursing facility on the property. Portions of the facility will be developed over the existing easement. The only utility currently in the easement is sewer, which will be re-routed around the building.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will vacate the three easements currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easements.

Staff recommends approval of Case 067-13.

ENCLOSURES: Survey of utility easements to be vacated

RECEIVED
10-4-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 067-13
Filing Fee: $ 350.00
Date Advertised: 10-27-13
Date Notices Sent N/A
Public Hearing Date: 11-11-13 / 12-2-13

I. Applicant Name: LTC Consulting Phone: _____

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

Address: 731 N. Main St. Sikeston Mo Zip: 63801

Email: _____

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

Street Vacation _____

Alley Vacation _____

Utility vacation X

Other (Please specify) _____

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

See Attached

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

1. Private rights will not be injured or endangered by the vacation. The existing utilities in place will be relocated for development and new easements will be dedicated to the public

2. The vacation will not cause the public to suffer a loss or inconvenience. The existing utilities in place will be relocated for development and new easements will be dedicated to the public

3. In justice to the applicant(s) the vacation should be granted. With the relocated utilities, new easements will be dedicated

V. Required Attachments:

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

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

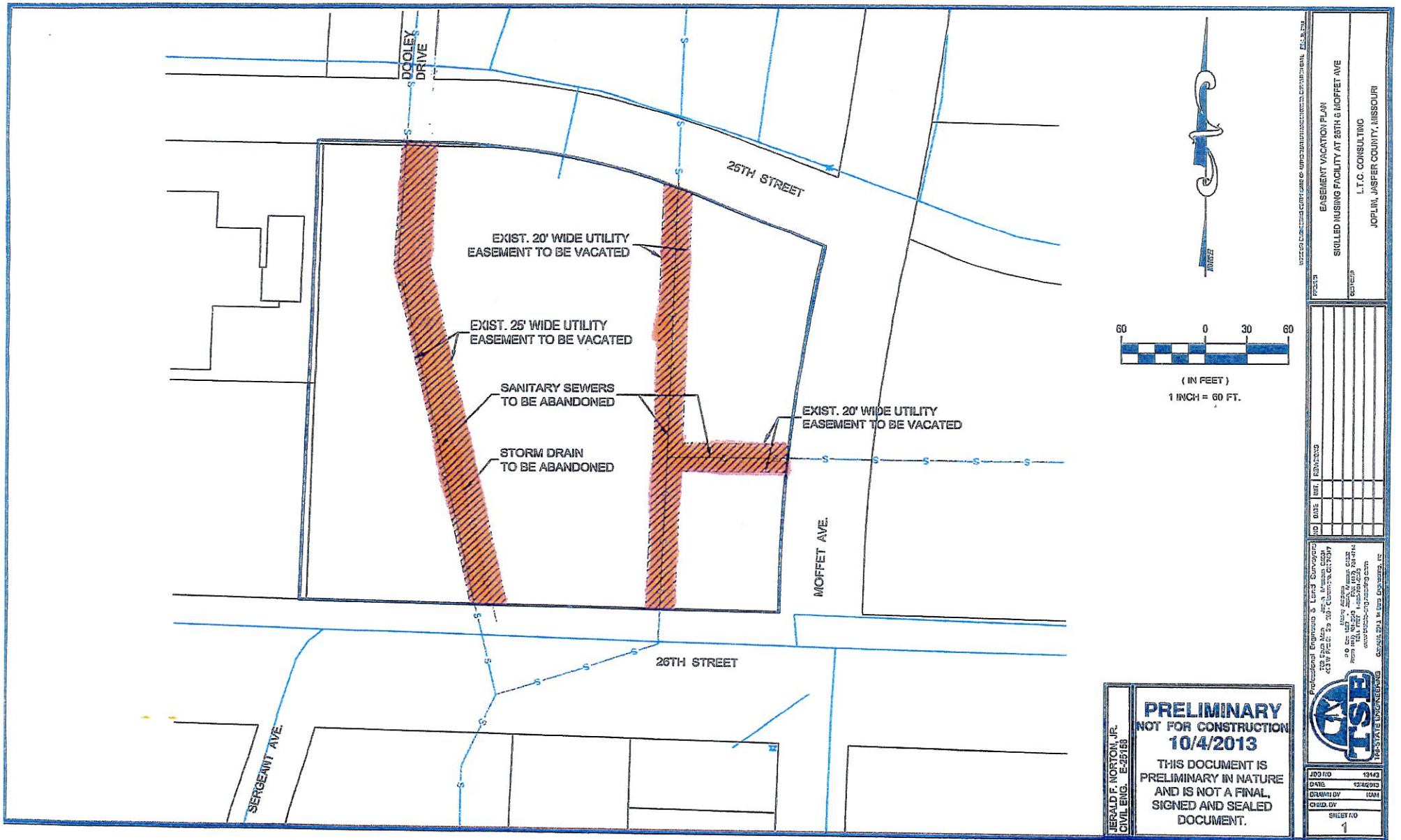
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

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

SIGNATURE: Jerald Norton Tri-State Engineering DATE: 10/4/13

BY: Jerald Norton Tri-State Engineering, Inc.

TITLE: Vice President



EASEMENT VACATION PLAN
SKILLED NUSING FACILITY AT 26TH & MOFFET AVE
L.T.C. CONSULTING
JOPLIN, JASPER COUNTY, MISSOURI

NO	DATE	INIT.	REVISIONS

Professional Engineering & Land Surveying Services
LSE
MO-STATE ENGINEERING

JOB NO 13143
DATE 10/4/2013
DRAWN BY TDM
CHKD. BY
SHEET NO 1

JERALD F. NORTON, JR.
CIVIL ENG. E-26168

PRELIMINARY
NOT FOR CONSTRUCTION
10/4/2013
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

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Case 067-13: A request to vacate all existing utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 S. Moffet Avenue. - LTC Consulting

N

Case 067-13: 2502 South Moffet Avenue – A request for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 – LTC Consulting.

Mr. Eastman opened the public hearing for Case 067-13.

Mr. Mike Ulmer, LTC Consulting, appeared to request the permission to rebuild their skilled nursing facility at 26th Street and Moffet Avenue that was destroyed by the tornado. He lost two skilled nursing facilities, one on West 32nd Street, and one at 26th and Moffet. He showed the commissioners a rendering of the proposed facility and some photos of the destruction caused by the tornado. The proposed facility will add over 100 jobs.

Mr. Cortez asked Mr. Ulmer if these 100 jobs would be in both facilities or just in the facility at 26th and Moffet. He replied that each facility will hold over 100 jobs.

Mr. Eastman asked if the City staff has any problems with the vacation of these easements, and Mr. Bolander replied no. He stated that the developers are actually trying to take care of some things that weren't taken care of in the past, so the staff is supportive of this proposal.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 067-13.

MR. SMITH MOVED, SECONDED BY MR. BROWN, THAT CASE 067-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 067-13
LTC Consulting
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-302 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of all public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet 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 public utility easements on Lot 15 of Prehm Urban Renewal Project No. R-19 located at 2502 South Moffet Avenue in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All public utility easements of record located in Lot 15 in the Plat of Prehm Urban Renewal Project Area R-19 as recorded in Plat Book 9, Page 25 and as described in the Jasper County, Missouri Recorder's Office in Book 1494, Page 805.

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-303
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly — Date: 11/22/2013
City Attorney: Brian Head — Date: 11/25/13
City Manager: R. Mark Rohr — Date: 11/25/13
Board or Commission: Planning and Zoning Commission MOW Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent".

SUMMARY/REQUEST:
Case 068-13: 2502 South Moffet Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future planned commercial development – LTC Consulting.

STAFF SUMMARY:
The proposed rezoning is for the development of a 40,000 square foot skilled nursing facility with a maximum of 120 beds.

Access Management: The site will have three points of access, with the main entrance being on South Moffet Avenue. Two other access points will be from West 25th Street, as well as a one-way drive for service vehicles on West 26th Street. Future cross access will be provided to the commercial zoned property to the west.

Parking: A total of 71 parking spaces have been provided.

Building Design & Materials: The site will contain a 40,000 square foot building. The exterior of the building will be primarily brick and stone veneer with a shingle roof. Faux scallop siding will be provided above each bay window.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: No buffering is required at this location. The adjacent property to the west is within the same zoning district.

Staff recommends approval of Case 068-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Ulmer, LTC Consulting, appeared to request the rezoning of the property in this request to rebuild the skilled nursing facility at 26th Street and Moffet Avenue.

Mr. Eastman asked Mr. Bolander if commercial zoning is required now. He replied that the previous building was an older facility prior to the tornado, with a different set of regulations when it was constructed. The current code recommends a different zoning classification.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Rezoning

CASE 068-13:

A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for property located at 2502 S. Moffet Avenue.

APPLICANT: LTC Consulting

LOCATION: 2502 S. Moffet Avenue

REQUESTED ZONING: C-1 PD (Neighborhood Commercial – Planned Development)

CORRIDOR: 26th Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant (Former Nursing Home Facility)	110,000 ft² / 2.52 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-3 PD	R-3	R-1 & C-O	C-1
Land Use	Multi-Family Residential	Electric Substation	Vacant (Former Single-Family)	Vacant (Former Commercial)

FUTURE LAND USE:

This site is located along the 26th Street corridor and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
26th Street	Minor Arterial	100'
Moffet Avenue	Local	60'
25th Street	Local	50'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

The proposed rezoning is for the development of a 40,000 square foot skilled nursing facility with a maximum of 120 beds.

Access Management: The site will have three points of access, with the main entrance being on S. Moffet Avenue. Two other access points will be from W. 25th Street, as well as a one-way drive for service vehicles on W. 26th Street. Future cross access will be provided to the commercial zoned property to the west.

Parking: A total of 71 parking spaces have been provided.

Building Design & Materials: The site will contain a 40,000 square foot building. The exterior of the building will be primarily brick and stone veneer with a shingle roof. Faux scallop siding will be provided above each bay window.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: No buffering is required at this location. The adjacent property to the west is within the same zoning district.

Staff recommends approval of Case 068-13.

ENCLOSURES:

Site plan

Landscape plan

Building elevations

REZONING APPLICATION FORM

RECEIVED 10-4-13

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

For Office Use Only
Case No.: OC.8-13
Filing Fee: $350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
P&Z Date: 11-11-13
City Council Date: 12-2-13

APPLICANT: LTC Consulting PHONE:
ADDRESS: 731 W. Main St. Sikeston Mo 63801 ZIP:
EMAIL:
OWNER: Same PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: Northwest corner of 26th & Moffett
LEGAL DESCRIPTION: See Attached

Present Zoning R1 Requested Zoning: C1 · PD Acreage: 2.6 Ac ±
Present Use of Property: vacant
Proposed Use of Property: Skilled Nursing Facility

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	multi-family Residential	R3 · PD
South	residential; commercial office	R1; CO
East	multi family residential	R3
West	commercial	C1

CHARACTER OF THE NEIGHBORHOOD: currently mixed use; residential single and multi-family with commercial offices; in fact new 26th Street Corridor development

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: does not comply with current zoning regulations

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 26TH Street); Mallett Blvd); 25TH Street (
2. Classification of Street(s):
   Arterial 26TH Collector _____ Local Mallet; 25TH Street
3. Right-of-Way Width: 26TH. ROW; Mallett - ROW; 25TH ROW
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Jerald Norton Tri. State Engineering. DATE: 10/4/13

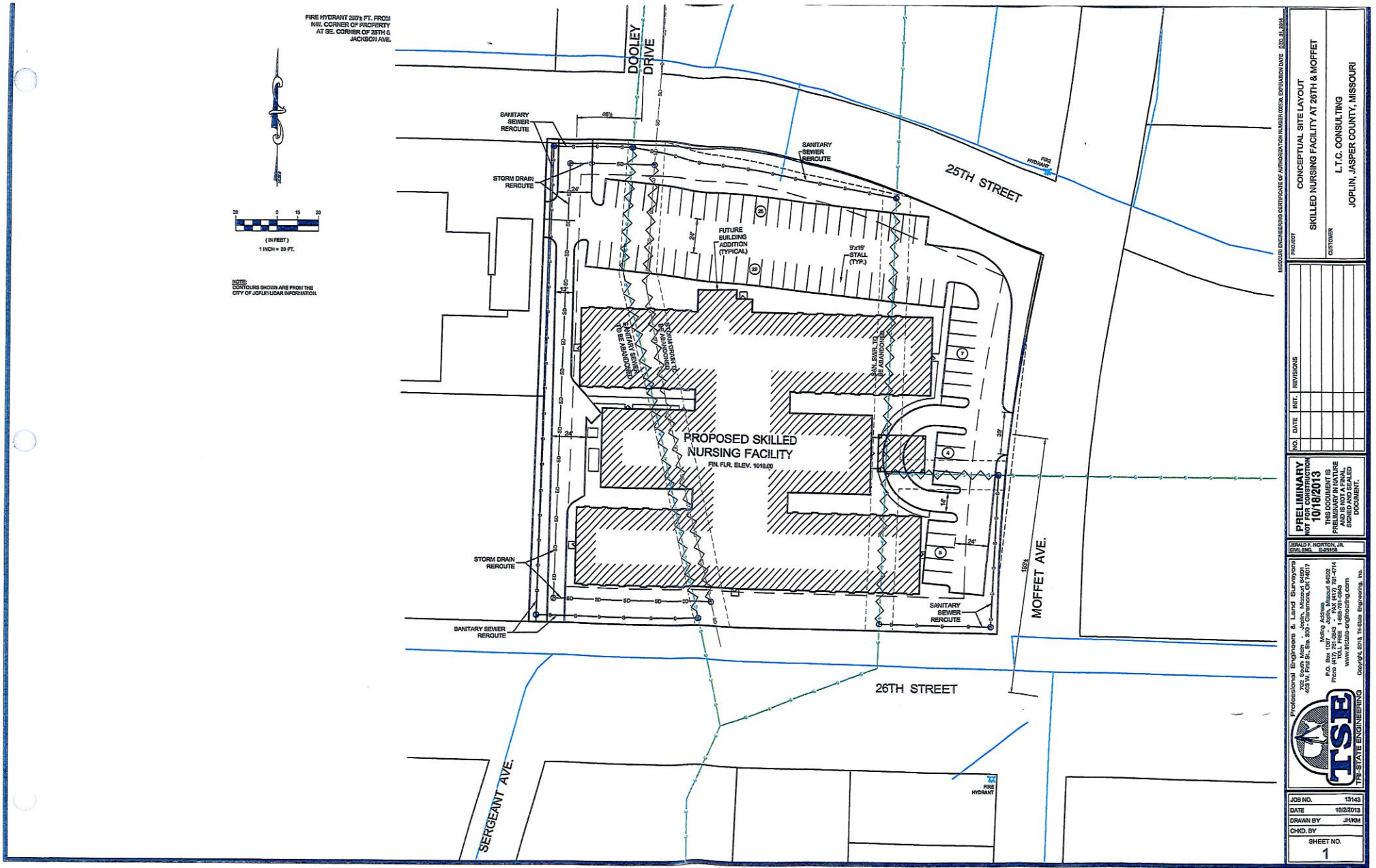
BY: Jerald Norton

TITLE: Tri. State Engineering, Inc.

LTC CONSULTING - 26TH AND MOFFET

The property was previously "grandfathered" under the current zoning regulations and was destroyed during the May 2011 tornado. The new facility, although having fewer beds than the previous building, has been enlarged and re-oriented, which is why the property is being rezoned to comply with current zoning regulations. The impact of the new facility should be a positive one for the city by again providing employment for those displaced after the tornado and providing health care services for our citizens.

The re-development of the facility should not cause any adverse impacts to the traffic conditions or present any danger from fire hazards. The city's 2012 Comprehensive Plan for the 26TH Street Re-Development district, where this property is located, anticipates that the re-development of this facility will be compatible with future land use as the area re-develops.



MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000924, EXPIRATION DATE 2015, 31, 2014

PROJECT
CONCEPTUAL SITE LAYOUT
SKILLED NURSING FACILITY AT 25TH & MOFFET

CUSTOMER
L.T.C. CONSULTING
JOPLIN, JASPER COUNTY, MISSOURI

NO.	DATE	INIT.	REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION
10/18/2013
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

GERALD F. NORTON, JR.
CIVIL ENG. E-27109

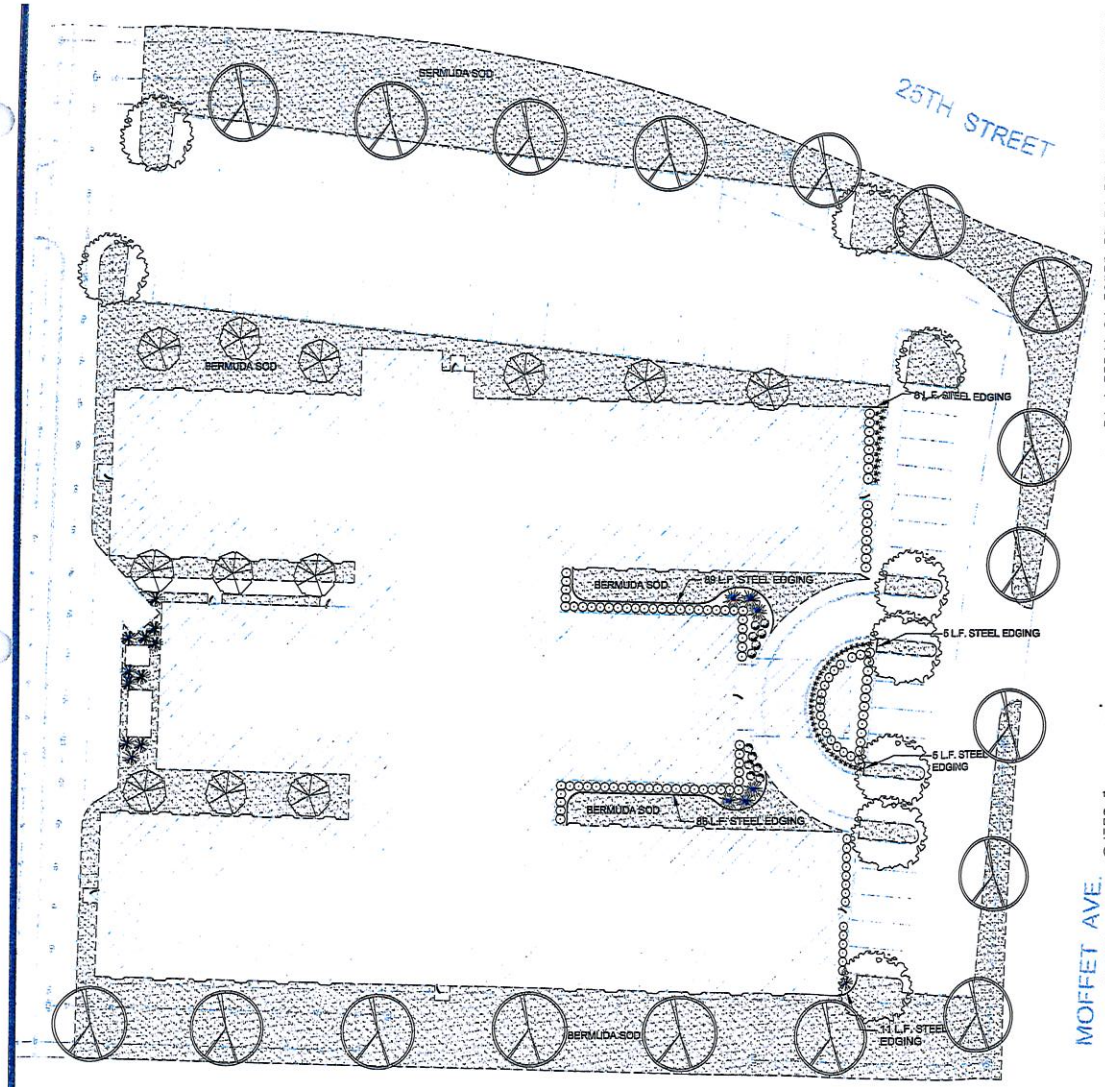
Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. First St., Ste. 309 - Claremore, Ok 74017
Mailing Address
P.O. Box 1297 - Joplin, Missouri 64802
Phone (417) 781-0888 FAX (417) 781-4714
1-888-781-4697
www.tristate-engineering.com

Copyright, 2013, Tri-State Engineering, Inc.

TSE
TRI-STATE ENGINEERING

JOB NO.	13143
DATE	10/2/2013
DRAWN BY	JH/KM
CHKD. BY	
SHEET NO.	1

L:\2013\13100-13199\13143\Dwg\01_PROP_13143.dwg, 1 Conceptual Site Layout, 10/18/2013 12:45:47 PM



LANDSCAPE PLAN NOTES:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.

2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.

3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.

4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. PRIOR TO COMMENCING WITH ANY WORK, CONTACT 1-800-344-7483.

5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN AND THE OWNER'S REPRESENTATIVE.

6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.

7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN.

8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.

9. THE CONTRACTOR SHALL SPOIL ANY EXCESS TOPSOIL LOCATED ON THE SITE THAT IS NOT REQUIRED TO PERFORM LANDSCAPE OPERATIONS. IF SUFFICIENT TOPSOIL IS NOT PRESENT ON SITE, THE CONTRACTOR SHALL IMPORT TOPSOIL TO THE SITE IN ORDER TO COMPLETE THE LANDSCAPE OPERATIONS. THE CONTRACTOR SHALL PERFORM A SOIL TEST ON THE EXISTING AND IMPORTED TOPSOIL AND APPLY LIME AND FERTILIZER AS RECOMMENDED BY THE TESTING AGENCY.

10. IN ALL PLANTING BEDS, SOD SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH SIX INCHES OF TOPSOIL AND A MINIMUM OF SIX INCHES OF COMPOST TILLED INTO THE BEDS.

11. IRRIGATION TO BE DESIGNED AND INSTALLED ON SITE WITH HUNTER PGP ROTARY HEADS, HUNTER "S" TYPE SPRAY HEADS, HUNTER ICC 40 STATION CONTROLLER, RAIN AND FREEZE SENSORS, RAINBIRD PROFESSIONAL SERIES VALVES. EXISTING IRRIGATION IN THE LAWN AREAS SHALL BE RELOCATED OUT OF PROPOSED BED AREAS. ALL PROPOSED BED AREAS SHALL HAVE IRRIGATION ADDED, ADDITIONAL ZONES WILL BE REQUIRED AND POSSIBLY A LARGER CONTROL BOX.

12. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.

13. CONTRACTOR SHALL PROVIDE A THREE YEAR WARRANTY ON THE IRRIGATION SYSTEMS PARTS AND LABOR.

SEEDING AND SODDING NOTE:

ALL DISTURBED AREAS UNDER A 10% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 3-4 POUNDS PER 1000 SQUARE FEET AND WITH TURF-TYPE FESCUE AT A RATE OF 8 POUNDS PER 1000 SQUARE FEET, OR SODDED IF THE AREA IS DESIGNATED FOR SOD. THE AREA MUST ALSO BE MULCHED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE GRASS UNTIL A HEALTHY PERMANENT STAND IS ESTABLISHED.

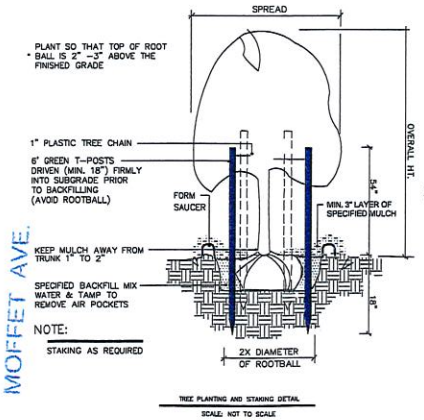
ALL DISTURBED AREAS WITH A 10% TO 15% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SODDED AND STAKED WITH BERMUDA GRASS (SEE PLAN FOR AREAS.) IF ANY OTHER SLOPES ARE CREATED BY THE CONTRACTOR ABOVE 10%, THEY SHALL ALSO BE TREATED IN THIS MANNER.

ALL AREAS OVER 15% SHALL BE PLANTED AS ABOVE, BUT SHALL ALSO BE COVERED WITH EROSION CONTROL FABRIC.

AREAS TO BE SODDED ARE DESIGNATED BY THE DOTTED HATCH AS SHOWN IN THE LEGEND ON THE PLAN.

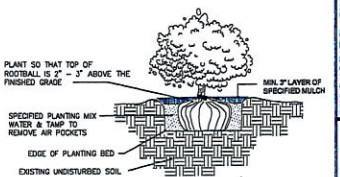
PLANT SCHEDULE

NO.	SYM.	COMMON NAME Botanical Name	SIZE/SPACING REMARKS
3,250 S.Y.		BERMUDA SOD	
46		DWARF FOUNTAIN GRASS Pennisetum alopecuroides 'Hamelin'	1 GALLON 3' O.C.
12		DWARF MAIDENGRASS Miscanthus sinensis 'Little Ritzer'	5 GALLON 4' O.C.
12		RED DRIFT ROSE Rosa 'Meipocos'	5 GALLON 3' O.C.
119		WINTER GEM BOXWOOD Buxus microphylla japonica 'Winter Gem'	5 GALLON 2' O.C.
6		BLUE ATLAS CEDAR Cedrus atlantica 'Glauca'	6'-10' B&B AS SHOWN
12		SPRING SNOW CRABAPPLE Malus 'Spring Snow'	2" CAL. / B&B AS SHOWN
9		SKYLINE HONEYLOCUST Gleditsia triacanthos var. inermis 'Skyline'	2" CAL. / B&B AS SHOWN
10		SUTCLIFFE GLORY MAPLE Acer rubrum 'Sutcliffe Glory'	2" CAL. / B&B AS SHOWN



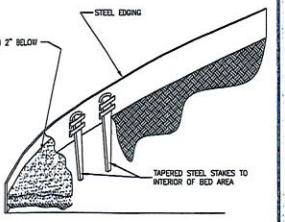
TREE PLANTING AND STAKING DETAIL

SCALE: NOT TO SCALE



SHRUB/GROUNDCOVER PLANTING DETAIL

SCALE: NOT TO SCALE



LANDSCAPE EDGING DETAIL

SCALE: NOT TO SCALE

CALL BEFORE YOU DIG

48 WORKING HOURS BEFORE DIGGING IN MISSOURI

CALL 1–800–DIG–RITE

0 20' 40'

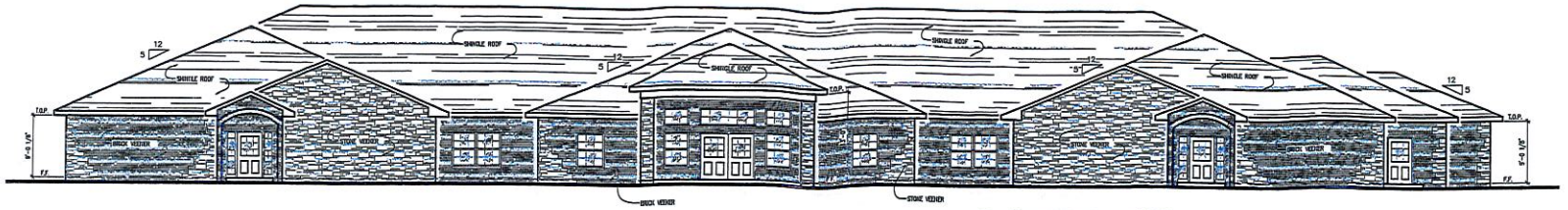
SCALE 1" = 20 FEET

Gray Rock

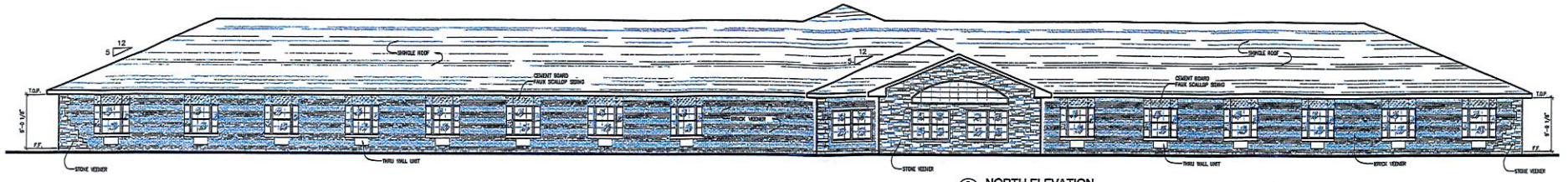
GRAY ROCK, LLC.
Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, Arkansas 72758
www.grayrockconsulting.com
479.966.4413 office
800.887.7685 fax

LANDSCAPE PLAN
SKILLED NURSING FACILITY AT 26TH & MOFFET
L.T.C. CONSULTING
JOPLIN, JASPER COUNTY, MISSOURI

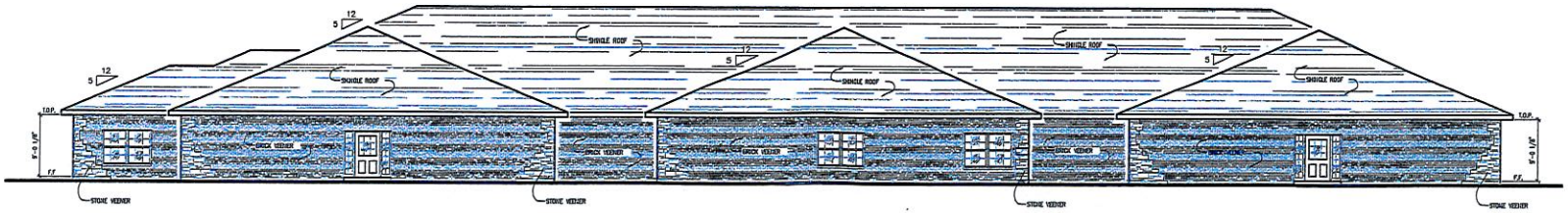
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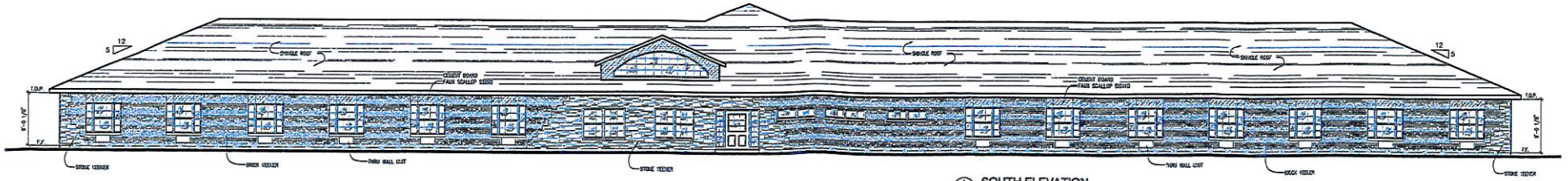
1 A-2 FRONT (EAST) ELEVATION
SCALE: 1/8" = 1'-0"



2 A-2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 A-2 REAR (WEST) ELEVATION
SCALE: 1/8" = 1'-0"



4 A-2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATIONS

Greenbriar Replacement
Skilled Nursing Facility
Joplin, MO

Larry D. Nelson, Architect
3424 S. Rogers Ave. Springfield, MO 65804
Phone: 417.882.8122 Fax 417.882.8152
email: larrynelsonarchitect@mchsi.com

Date: 10-10-13

Sheet No.
A2



Case 068-13: A request to rezone from District R-1 (Single-Family) to District C-1 PD (Neighborhood Commercial - Planned Development) for future planned skilled nursing facility at 2502 S. Moffet Avenue. - LTC Consulting

N

Case 068-13: 2502 South Moffet Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future planned commercial development – LTC Consulting.

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P & Z Case 068-13
LTC Consulting
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-303 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 2502 South Moffet 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 C-1-PD:

A parcel of land as being all of Lot 15 in the Plat of Prehm Urban Renewal Project Area R-19 as recorded in Plat Book 9, Page 25 and as described in the Jasper County, Missouri Recorder's Office in Book 1494, Page 805.

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 _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-304
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly — Date: 11/22/2013
City Attorney: Brian Head — Date: 11/25/13
City Manager: R. Mark Rohr — Date: 11/25/13
Board or Commission: Planning and Zoning Commission — Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 069-13: 2810 South Jackson Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for future non-retail commercial development – N & R of Joplin LLC.

STAFF SUMMARY:
The proposed rezoning will allow for the development of a skilled nursing facility with a Special Use Permit. A grandfathered skilled nursing facility was located on the site prior to the tornado, but the proposed rebuild of the facility will be larger than the former facility. The applicant is requesting to rezone, to vacate a utility easement, and to obtain a Special Use Permit to bring the development into compliance with the current zoning regulations. The proposed facility will be approximately 49,000 square feet with 92 beds.

Staff recommends approval of Case 069-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerald Norton, Tri-State Engineering, appeared representing the applicant and stated that the previous skilled nursing facility on this site was destroyed in the 2011 tornado. The facility was originally zoned R-1, with the property to be rezoned to District C-0 with a Special Use Permit.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Rezoning

CASE 069-13:

A request to rezone from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for future non-retail commercial development.

APPLICANT: N & R of Joplin LLC

LOCATION: 2810 S. Jackson Avenue

REQUESTED ZONING: C-O (Non-Retail Commercial)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant Lot (former skilled nursing facility)	171,600 ft² / 3.93 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1 & C-O PD	C-O	C-O
Land Use	Single-Family	Single-Family & Office	Office	Vacant (Former Office)

FUTURE LAND USE:

This site is recommended for office/institutional uses in the 2012 Future Land Use Map. The proposed zoning change complies with the Future Land Use Map.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Jackson Avenue	Collector	55'
W. 28th Street	Local	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for non-retail 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 will allow for the development of a skilled nursing facility with a Special Use Permit. A grandfathered skilled nursing facility was located on the site prior to the tornado, but the proposed rebuild of the facility will be larger than the former facility. The applicant is requesting to rezone, to vacate a utility easement, and to obtain a Special Use Permit to bring the development into compliance with the current zoning regulations. The proposed facility will be approximately 49,000 square feet with 92 beds.

Staff recommends approval of Case 069-13.

ENCLOSURES: None

RECEIVED
10-4-13

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 0629-13
Filing Fee: $350.00
Date Advertised: 10-27-13
Date Notices Sent: 10-28-13
P&Z Date: 11-11-13
City Council Date: 12-2-13

APPLICANT: N & R of Joplin LLC PHONE: 573-481-9625
ADDRESS: PO Box 1559 Sikeston Mo 63801 ZIP:
EMAIL:
OWNER: Jasper Holdings, LLC PHONE: 573-481-9625
ADDRESS: PO Box 1559, Sikeston Mo 63801 ZIP:
EMAIL:
LOCATION OF PROPERTY: Southwest Corner 28TH & Jackson
LEGAL DESCRIPTION: See Attached

Present Zoning R1 Requested Zoning: CO Acreage: 4.1 Ac ±
Present Use of Property: vacant
Proposed Use of Property: Skilled Nursing Facility

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single Family Residential	R1
South	vacant	CO
East	mixed use - Residential & Commercial	R1; CO-PD; R2-PD
West	vacant	CO

CHARACTER OF THE NEIGHBORHOOD: currently mixed use

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: does not comply with current zoning regulations

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 28th Street & Jackson Ave.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local 28th Street Jackson Avenue
3. Right-of-Way Width: 28th (60' ROW); Jackson (65' ROW)
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

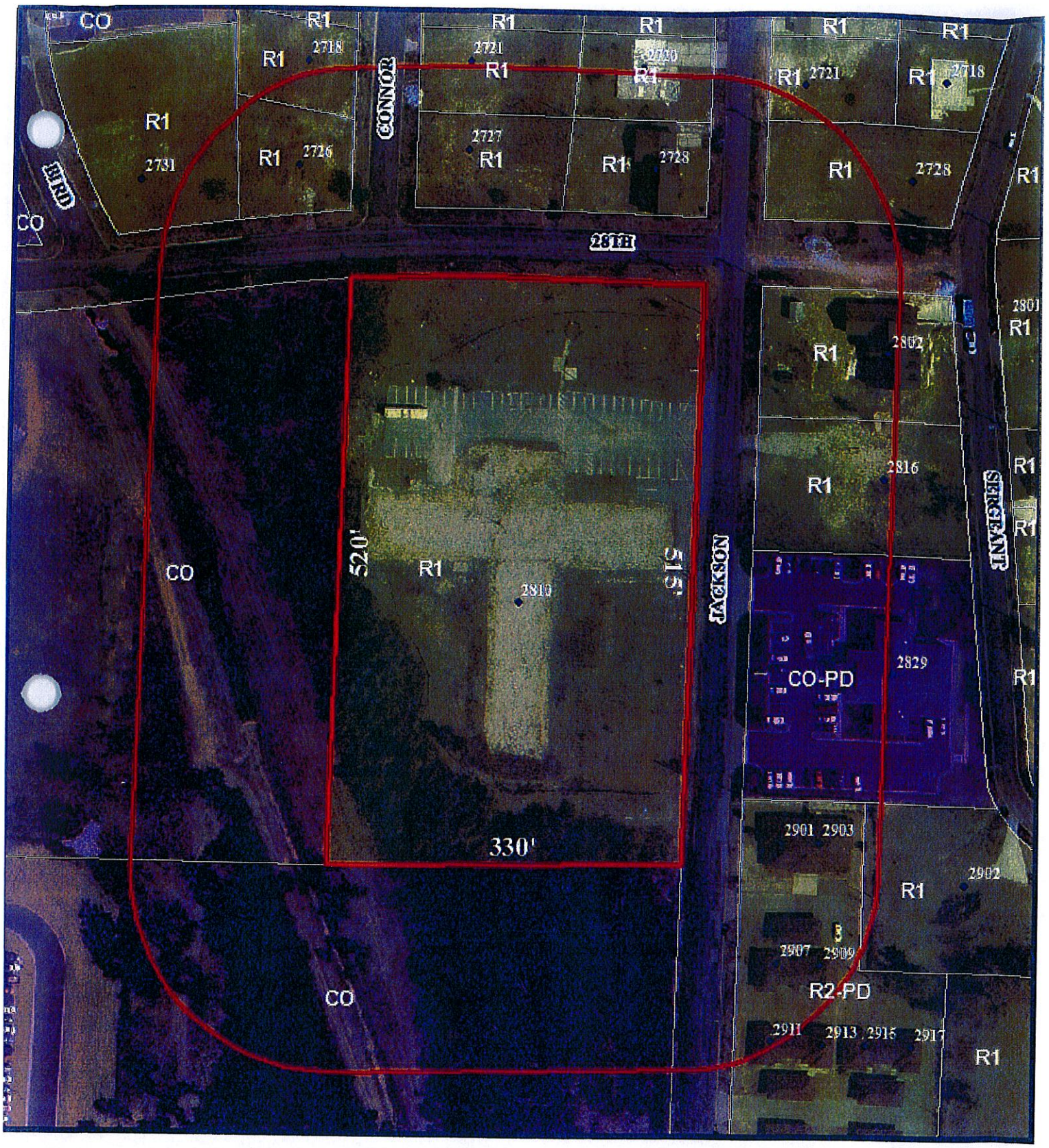
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

Redevelopment of skilled nursing facility destroyed in May 2011 Tornado

SIGNATURE: Jerald Norton DATE: 10/4/2013

BY: Jerald Norton Tri-State Engineering, Inc

TITLE: Vice President



Case 069-13: A request to rezone from District R-1 (Single-Family) to District C-O (Non-Retail Commercial) for future skilled nursing facility at 2810 S. Jackson Avenue. - N & R of Joplin LLC

N

Case 069-13: 2810 South Jackson Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for future non-retail commercial development – N & R of Joplin LLC.

Mr. Eastman opened the public hearing for Case 069-13.

Mr. Jerald Norton, Tri-State Engineering, appeared representing the applicant and stated that the previous skilled nursing facility on this site was destroyed in the 2011 tornado. The facility was originally zoned R-1, with the property to be rezoned to District C-0 with a Special Use Permit.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 069-13.

MR. BROWN MOVED, SECONDED BY MR. DUNCAN, THAT CASE 069-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 069-13
N & R of Joplin LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-304 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

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

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

Beginning at the intersection of the South line of Twenty-Eighth Street and the West line of Jackson Avenue, if extended; thence South and parallel with the West line of Jackson Avenue, if extended, 535 feet, more or less, to a point 135 feet South of the North line of the Southeast Quarter of the Southwest Quarter of Section 15, Township 27, Range 33; thence West parallel with the North line of said Southeast Quarter of the Southwest Quarter a distance of 325 feet; thence North and parallel with the West line of Jackson Avenue, if extended, to the South line of Twenty-Eighth Street; thence Easterly and on the South line of Twenty-Eighth Street, to the point of beginning; the same being part of the Miscellaneous Tracts Four (4) and Five (5) in Section 15, Township 27, Range 33, and all of Lots Numbered One (1), Two (2), Three (3), Four (4), and a portion of Lot Numbered Five (5) in Briarcliff Addition, Second Plat, to 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 _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-305
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly Date: 11/22/2013
City Attorney: Brian Head Date: 11/25/13
City Manager: R. Mark Rohr Date: 11/25/13
Board or Commission: Planning and Zoning Commission Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 070-13: 2810 South Jackson Avenue – A request for the vacation of a 10 foot wide public utility easement – N & R of Joplin LLC.

STAFF SUMMARY:
The vacation request will vacate the easement currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easement.

Staff recommends approval of Case 070-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerald Norton, Tri-State Engineering, appeared to request the vacation of an existing utility easement that was in place. The north one-third of that property was a platted subdivision with a 10-foot utility easement along the south line. No utilities were in place through this easement, and the previous skilled nursing facility actually sat on top of the easement until the tornado. All the utility companies have agreed to the vacation of the easement.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 070-13:

A request for the vacation of a 10 foot wide public utility easement at 2810 S. Jackson Avenue.

APPLICANT: N & R of Joplin LLC

REPRESENTATIVE: Tri-State Engineering

LOCATION: 2810 S. Jackson Avenue

EXISTING CONDITIONS:

Easement Type(s)	Easement Sizes
Utility easement	10' x 330'

REASON FOR VACATION:

The vacation of the requested easement will allow for the development of a skilled nursing facility on the property. Portions of the facility will be developed over the existing easement. There are no active utilities currently in the easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will vacate the easement currently on the property. The development of a skilled nursing facility is proposed over portions of the existing easement.

Staff recommends approval of Case 070-13.

ENCLOSURES: Survey of utility easements to be vacated

CITY OF JOPLIN

RECEIVED 10-4-13

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.: 070-13
Filing Fee: $ 350.00
Date Advertised: 10-27-13
Date Notices Sent NA
Public Hearing Date: 11-11-13 / 12-2-13

I. Applicant Name: N & R of Joplin, LLC Phone: 573-481-9625

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

Address: P.O Box 1559, Sikeston, Mo Zip: 63801

Email:

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

Street Vacation____

Alley Vacation____

Utility vacation X

Other (Please specify)

III. Legal Description of area requested to be vacated:

See Attached

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

1. Private rights will not be injured or endangered by the vacation. All utilities were inplace in existing easement; any new easements needed will be dedicated as required

2. The vacation will not cause the public to suffer a loss or inconvenience. any new easements will be dedicated as required.

3. In justice to the applicant(s) the vacation should be granted. Any new easements will be dedicated as required

V. Required Attachments:

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

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

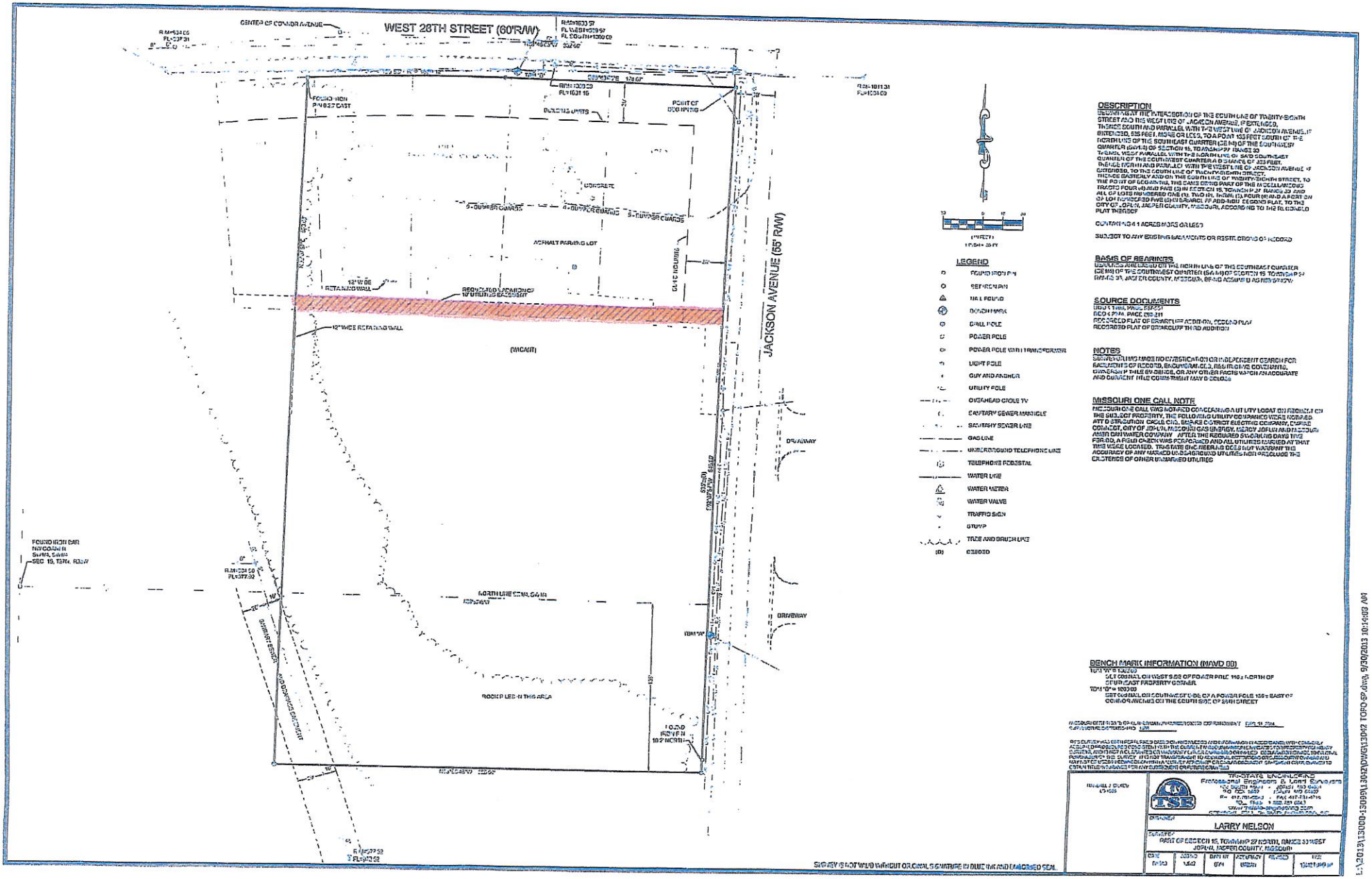
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

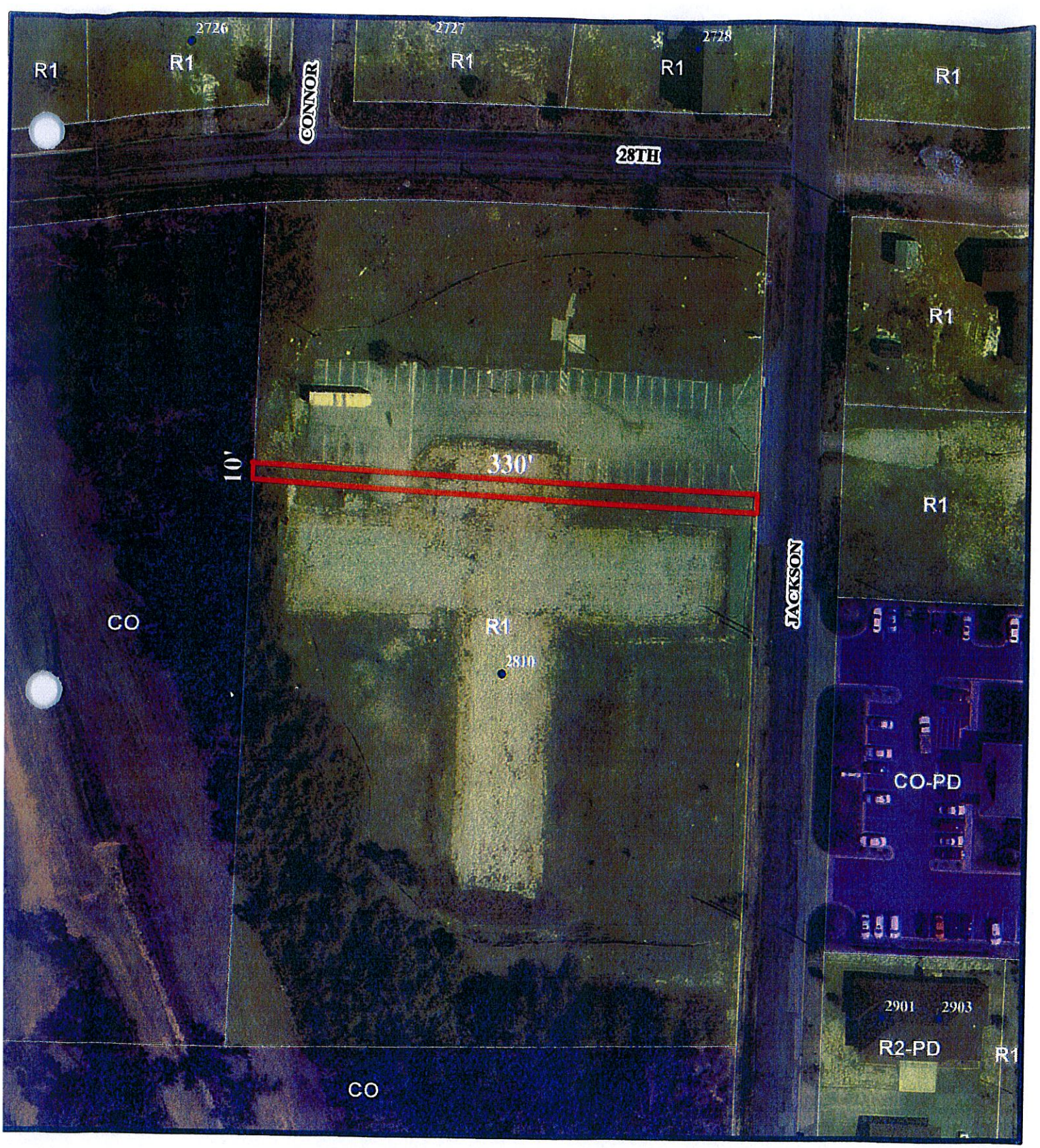
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: Jerald Norton Tri-State Engineering DATE: 10/4/13

BY: Jerald Norton Tri-State Engineering

TITLE: Vice President


WEST 28TH STREET (60'R/W)
CENTER OF CONNOR AVENUE
JACKSON AVENUE (55' R/W)
POINT OF BEGINNING
FOUND IRON PIN 0.62' EAST
BUILDING UNITS
CONCRETE
6-RUNNER CURBS
ASPHALT PARKING LOT
12" WIDE RETAINING WALL
RECONSTRUCTED CREVICE 10' WIDE 1.5' ESCARPMENT
(VACANT)
DRIVEWAY
DRIVEWAY
NORTH LINE SW1/4 SW1/4
ROCKS LIE IN THIS AREA
FOUND IRON BAR NW CORNER N SW1/4, SW1/4 SEC 19, T28N, R33W
FOUND 1/2" IRON PIN 10.2' NORTH
LEGEND
DESCRIPTION
BASIS OF BEARINGS
SOURCE DOCUMENTS
NOTES
MISSOURI ONE CALL NOTE
BENCH MARK INFORMATION (NAVD 88)
TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
LARRY NELSON
SURVEY OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 33 WEST
JOPLIN, JASPER COUNTY, MISSOURI



Ca 070-13: A request to vacate an existing 10 foot wide public utility easement at 2810 S. Jac son Avenue. - N & R of Joplin LLC

N

Case 070-13: 2810 South Jackson Avenue – A request for the vacation of a 10 foot wide public utility easement – N & R of Joplin LLC.

Mr. Eastman opened the public hearing for Case 070-13.

Mr. Jerald Norton, Tri-State Engineering, appeared to request the vacation of an existing utility easement that was in place. The north one-third of that property was a platted subdivision with a 10-foot utility easement along the south line. No utilities were in place through this easement, and the previous skilled nursing facility actually sat on top of the easement until the tornado. All the utility companies have agreed to the vacation of the easement.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 070-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 070-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 070-13
N & R of Joplin LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-305 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

Beginning at the intersection of the South line of Twenty-Eighth Street and the West line of Jackson Avenue, if extended; thence South and parallel with the West line of Jackson Avenue, if extended, 535 feet, more or less, to a point 135 feet South of the North line of the Southeast Quarter of the Southwest Quarter of Section 15, Township 27, Range 33; thence West parallel with the North line of said Southeast Quarter of the Southwest Quarter a distance of 325 feet; thence North and parallel with the West line of Jackson Avenue, if extended, to the South line of Twenty-Eighth Street; thence Easterly and on the South line of Twenty-Eighth Street, to the point of beginning; the same being part of the Miscellaneous Tracts Four (4) and Five (5) in Section 15, Township 27, Range 33, and all of Lots Numbered One (1), Two (2), Three (3), Four (4), and a portion of Lot Numbered Five (5) in Briarcliff Addition, Second Plat, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

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

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-306
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly — Date: 11/22/2013
City Attorney: Brian Head — Date: 11/25/13
City Manager: R. Mark Rohr — Date: 11/26/13
Board or Commission: Planning and Zoning Commission — Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 072-13: 2008 Highlander Drive – A request for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement – Brian and Cynthia Swadner.

STAFF SUMMARY:
The vacation request will vacate the portion of the sanitary sewer easement that is needed to have the house no longer in the easement.

Staff recommends approval of Case 072-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mrs. Cynthia Swadner appeared to request the vacation of the southerly four feet of the southerly 10 feet of a platted sanitary sewer easement since a portion of her house was built on the utility easement, and she was unaware of that.

Mr. Eastman asked if the City staff is agreeable with this vacation. Mr. Bolander replied that the staff does not have any issues with vacating the easement.

PUBLIC COMMENT:
None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Vacation

CASE 072-13:

A request for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement at 2008 Highlander Drive.

APPLICANT: Brian and Cynthia Swadner

REPRESENTATIVE: N/A

LOCATION: 2008 Highlander Drive

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Sanitary Sewer Easement	4' x 135'

REASON FOR VACATION:

The existing house, permitted in 2010, was not built as shown on the approved plot plan. The house was built 2 feet into the platted sanitary sewer easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation request will vacate the portion of the sanitary sewer easement that is needed to have the house no longer in the easement.

Staff recommends approval of Case 072-13.

ENCLOSURES: Survey of easement to be vacated

RECEIVED
10-11-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 07-2-13
Filing Fee: $ 350.00
Date Advertised: 10-27-13
Date Notices Sent N/A
Public Hearing Date: 11/11/13 & 12/2/13

I. Applicant Name: BRIAN & CYNTHIA SWADNER Phone: (417) 529-4646

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

Address: 2008 HIGHLANDER DR Zip: 64804

Email: CINDY.SWADNER@SAFEWAY.COM

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

Street Vacation____

Alley Vacation____

Utility vacation ✓

Other (Please specify)____

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

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

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

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

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

V. Required Attachments:

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

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

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

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

SIGNATURE: Brian Swadner & Cynthia Swadner DATE: 10/11/13

BY: Brian Swadner CYNTHIA SWADNER

TITLE: _____

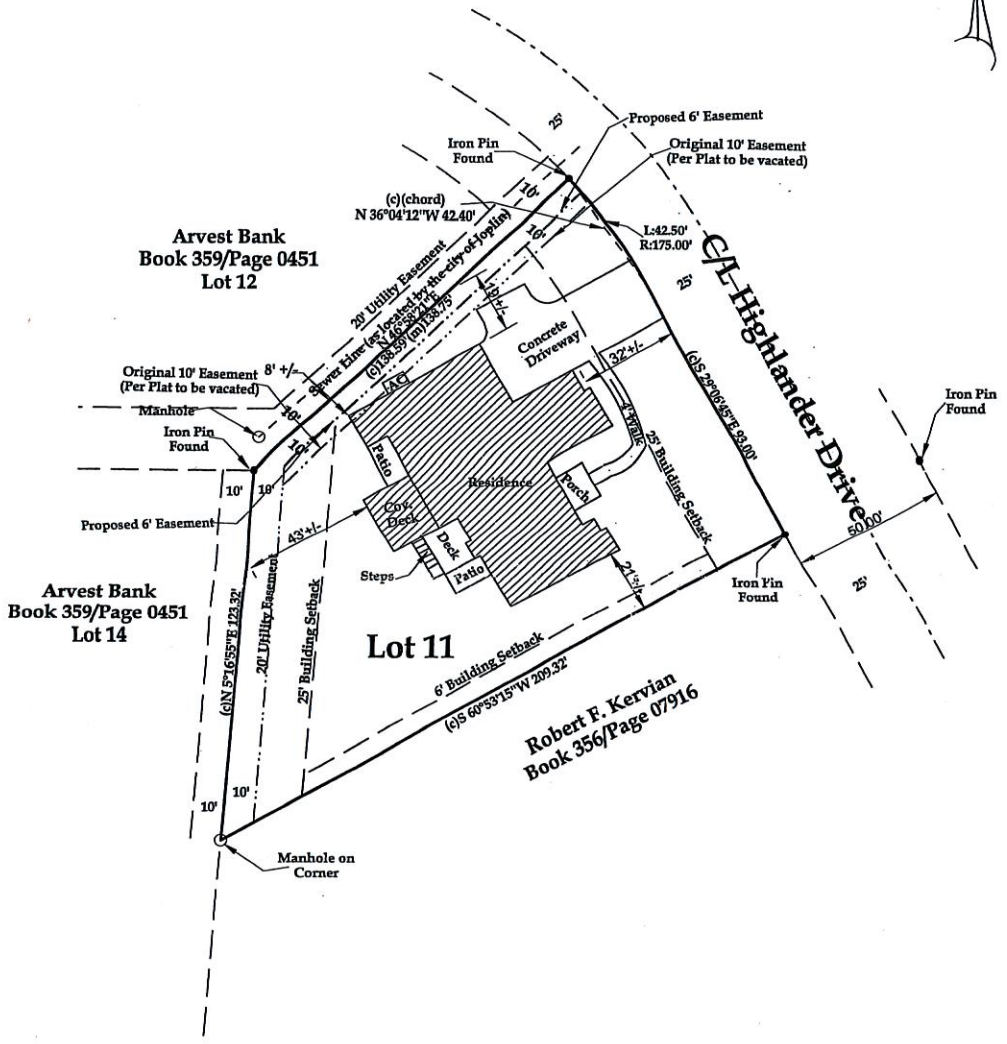
Moritz

SCALE: One Inch equals 40 feet

0 20 40 60 80

BASIS OF BEARINGS: The North Line of Lot 11 assumed bearing N 46°58'21"E as per recorded plat.
CLASS OF PROPERTY:(c)Urban
SOURCE DEED: Brian E. & Cynthia M. Swadner; Book 359/Page 01973

LEGAL DESCRIPTION:
ALL OF LOT NUMBERED ELEVEN (11) IN HIDDEN HILLS SUBDIVISION PLAT NUMBER 2, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.
***THE ORIGINAL 10 FOOT UTILITY EASEMENT ON THE NORTH 10 FEET OF LOT 11 IN HIDDEN HILLS SUBDIVISION PLAT NUMBER 2, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO BE VACATED**
***THE PROPOSED 6 FOOT UTILITY EASEMENT ON THE NORTH 6 FEET OF LOT 11 IN HIDDEN HILLS SUBDIVISION PLAT NUMBER 2, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO BE RECORDED.**



SURVEYOR'S CERTIFICATE

I, H. Andrew South, a Registered Land Surveyor of Joplin, Jasper County, Missouri, do hereby certify that the field notes and the attached plat are a true and accurate description of the work performed and measurements taken; Survey was made in accordance with the Missouri Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey, and is not a warranty of title either expressed or implied. This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block. It is not transferable to additional institutions or subsequent owners and may not be used in connection with a "survey affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees. Furthermore, this survey is not valid without the original signature and embossed seal.

10/21/2013
& Revised

H. Andrew South, Mo.L.S. #2006000160

Survey For:

Property Address: 2008 Highlander Joplin, Missouri

Section - 36	Township - 27	Range - 33
Scale: 1 = 40'.00"		Date: 9/30/2013
Field Book #D.C.		File Name:LT11HHS2

STEWART & NEECE LAND SURVEYING INC.
1201 East 15th Street, Joplin, Missouri 64804
Serving S.W. Missouri Since the Year of 1922
Ph.: 1-417-624-0311 Fax: 1-417-624-0365
Land Surveys, Lot Surveys, Subdivisions, Mine Data, & Blueprints



Case 072-13: A request to vacate the southerly 4 feet of a 10 foot wide platted sanitary se[illegible] easement at 2008 Highlander Drive. - Brian & Cynthia Swadner

N

Case 072-13: 2008 Highlander Drive – A request for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement – Brian and Cynthia Swadner.

Mr. Eastman opened the public hearing for Case 072-13.

Mrs. Cynthia Swadner, 2008 Highlander Drive, Joplin, appeared to request the vacation of the southerly four feet of the southerly 10 feet of a platted sanitary sewer easement since a portion of her house was built on the utility easement, and she was unaware of that.

Mr. Eastman asked if the City staff is agreeable with this vacation. Mr. Bolander replied that the staff does not have any issues with vacating the easement.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 072-13.

MR. BROWN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 072-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 072-13
Brian and Cynthia Swadner
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-306 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of the southerly 4 feet of the southerly 10 feet of a platted sanitary sewer easement located at 2008 Highlander Drive in the City of Joplin, Newton County, Missouri.

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

Section 1. That all that part of a 10-foot wide public utility easement located at 2810 South Jackson Avenue in the City of Joplin, Newton County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A portion of the platted sanitary sewer easement lying in lots numbered Eleven (11) and Twelve (12) in Hidden Hills Subdivision Plat Number 2, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: All of the southerly four feet (4') of the southerly ten feet (10') of a platted sanitary sewer easement being twenty feet (20') in width and lying ten feet (10') on each side of the line between Lot Numbered Eleven (11) and Lot Numbered Twelve (12) in Hidden Hills Subdivision Plat Number 2, in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof, said southerly ten feet (10') of said easement being the northerly ten feet (10') of Lot Numbered Eleven (11).

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-307
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 073-13: Prigmore Road between Route FF/32nd Street and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Jasper County, MO.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing portions of Prigmore Road right-of-way not currently in the City of Joplin.

Staff recommends approval of Case 073-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

PUBLIC COMMENT: None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 073-13:

A request to voluntarily annex Prigmore Road between Rt. FF/32nd Street to Interstate 44.

LOCATION: Prigmore Road from Rt. FF/32nd Street to I-44

APPLICANT: Jasper County, Missouri

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Right-of-Way	35' – 90' x 4,300'

DISCUSSION

The applicant is requesting to voluntarily annex the existing portions of Prigmore Road right-of-way not currently in the City of Joplin.

Staff recommends approval of Case 073-13.

ENCLOSURES:

None

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. 71.012, 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.

Darius K Adams
County Commissioner

John Bartosh
County Commissioner

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 8th day of ~~September~~ October, 2013, before me appeared John Bartosh, Presiding Commissioner and Darieus K. Adams, Western District Commissioner, to me known to be the Presiding Commissioner and Western District Commissioner of Jasper County, and the seal affixed to the foregoing instrument is the seal of Jasper County, and that said instrument was signed and sealed on behalf of Jasper County by authority of its Commissioners of the consideration stated therein and no other, and said John Bartosh and Darieus K. Adams acknowledged said instrument to be the free act and deed of Jasper County, 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.

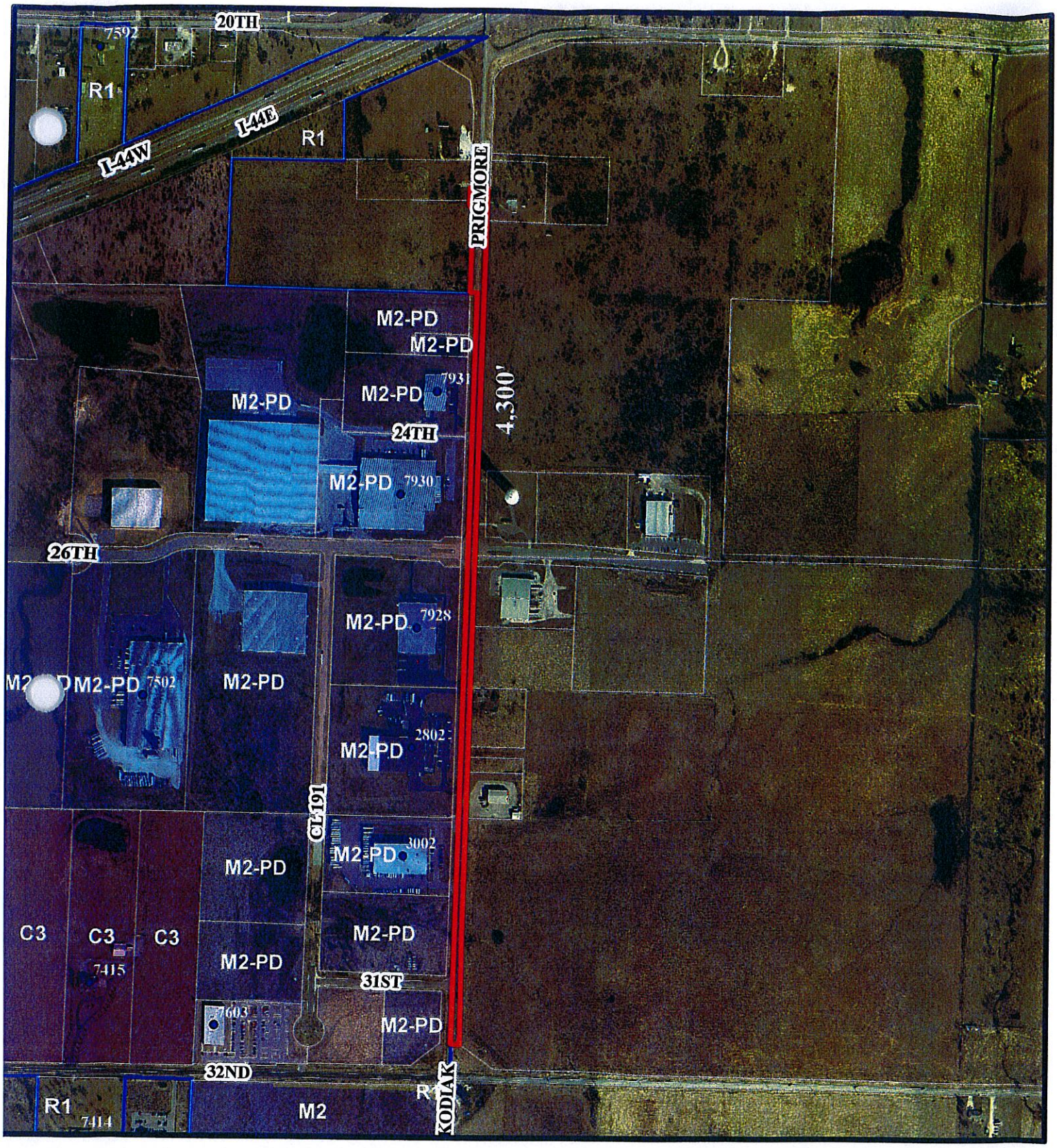
Terri Benford
Notary Public

My commission expires:

02-26-2016

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

TERRI BENFORD
My Commission Expires
February 26, 2016
Newton County
Commission #12535363



Case 073-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M[illegible] Prigmore Road right-of-way between Rt. FF/32nd Street and Interstate 44. - Jasper County, Missouri



Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked for questions from the commissioners, and none were received. He asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

Case 073-13: Prigmore Road between Route FF/32nd Street and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Jasper County, MO.

Mr. Eastman opened the public hearing for Case 073-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 073-13.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 073-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 073-13
Jasper County, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-307 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Prigmore Road between Route FF/32nd Street and Interstate 44 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:

All that part of Prigmore Avenue right-of-way beginning at the north right-of-way limits of State Highway FF and extending north to the south right-of-way limits of Interstate 44 except that part of Prigmore Avenue right-of-way lying within the city limits of Joplin, Missouri.

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

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

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 2, 2013

Item: COUNCIL BILL NO. 2013-308
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly	Date: 11/22/2013
City Attorney: Brian Head	Date: 11/25/13
City Manager: R. Mark Rohr	Date: 11/25/13
Board or Commission: Planning and Zoning Commission	Date: 11/11/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 074-13: Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Joplin Industrial Development Authority.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing portions of East 26th Street/Alliance Parkway east of Prigmore Road.

Staff recommends approval of Case 074-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

PUBLIC COMMENT: None.

Z&P Meeting: November 11, 2013
City Council Meeting: December 2, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 074-13:

A request to voluntarily annex E. 26th Street/Alliance Parkway from Prigmore Road east approximately 1,215 feet.

LOCATION: Prigmore Road and E. 26th Street/Alliance Parkway

APPLICANT: Joplin Industrial Development Authority

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Right-of-Way	90' – 150' x 1,215'

DISCUSSION

The applicant is requesting to voluntarily annex the existing portions of E. 26th Street/Alliance Parkway east of Prigmore Road.

Staff recommends approval of Case 074-13.

ENCLOSURES:

None

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.

Rob O'Brian, Vice President,
Joplin Industrial Development Authority

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

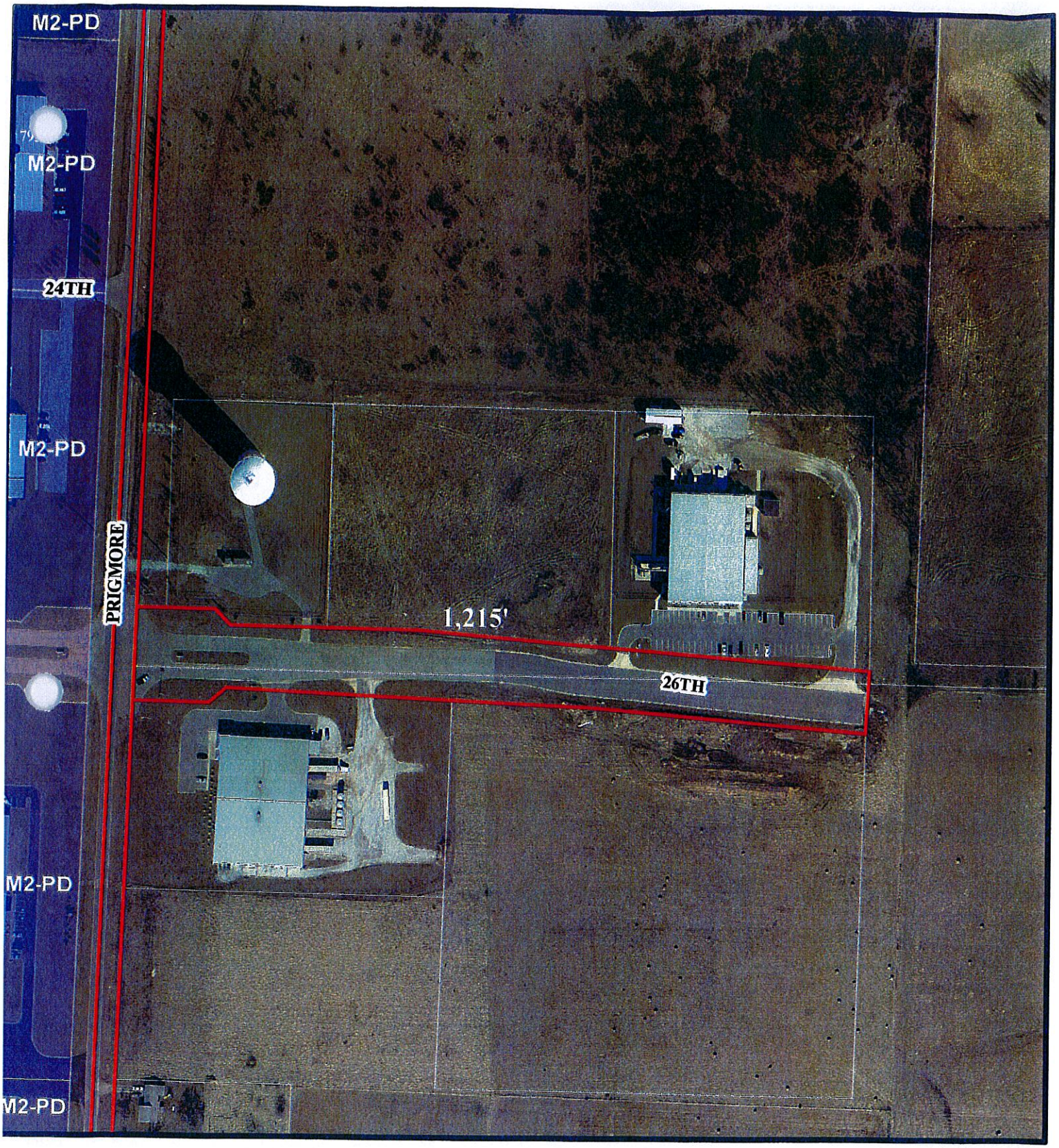
On this 21st day of October, 2013, before me appeared Rob O'Brian, to me known to be the Vice-President of The Industrial Development Authority of the City of Joplin, MO, Inc.
and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Rob O'Brian acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 5-6-17.

Notary Public

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



Cases 074-13: A request to voluntarily annex into the corporate limits of the City of Joplin E. 26th Street/Alliance Parkway east of Prigmore Road. - Joplin Industrial Development Authority

N

Mr. Bolander made one presentation for Case 073-13, Case 074-13, and Case 075-13. These cases involve the annexation of property in the Crossroads Industrial Park on the east side of Prigmore Road. The City staff intentionally left that part of the industrial park outside the City of Joplin because that opened it up to some incentives being in a rural area. All those incentive programs have been exhausted, so the City staff is coming back before the Joplin Industrial Development Authority and Missouri-American Water Company to start asking for voluntary annexations.

These three cases set the stage for the City of Joplin to begin annexing the private properties and starts making those connections. These cases involve the roadways and the properties owned by Joplin Industrial Development Authority and Missouri-American Water Company. The City staff recommends approval of these requests.

Mr. Eastman asked for questions from the commissioners, and none were received. He asked Mr. Bolander if these can be grouped together for one vote, and he replied that they must be separate.

Case 074-13: Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Joplin Industrial Development Authority.

Mr. Eastman opened the public hearing for Case 074-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 074-13.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 074-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. RAMSOUR BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 074-13
Joplin Industrial Development Authority
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-308 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri.

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

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

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

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

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

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

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

A tract of land located in the Northwest Quarter (NW ¼) of Section 14, Township 27 North, Range 32 West in Jasper County, Missouri. Being described more fully as follows: Beginning at the West Quarter Corner (W ¼) of said Section 14, a found 5/8-inch iron pin; thence North 00 degrees 54 minutes 45 seconds East, along the West line of said Quarter Section, a distance of 94.25 feet; thence South 89 degrees 05 minutes 20 seconds East, a distance of 80.00 feet to the East right-of-way line of County Road 190; thence South 89 degrees 05 minutes 15 seconds East, a distance of 81.00 feet; thence South 44 degrees 05 minutes 20 seconds East, a distance of 35.36 feet; thence South 89 degrees 05 minutes 15 seconds East, a distance of 313.98 feet; thence South 85 degrees 07 minutes

34 seconds East, a distance of 831.04 feet; thence South 04 degrees 52 minutes 26 seconds West, a distance of 80.00 feet; thence North 85 degrees 07 minutes 34 seconds West, a distance of 538.73 feet; thence North 89 degrees 05 minutes 15 seconds West, a distance of 600.06 feet; thence South 45 degrees 54 minutes 50 seconds West, a distance of 35.36 feet; thence North 89 degrees 05 minutes 15 seconds West, a distance of 81.00 feet to the East right-of-way line of County Road 190; thence North 89 degrees 05 minutes 15 seconds West, a distance of 80.00 feet; thence North 00 degrees 54 minutes 45 seconds East, a distance of 55.75 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.

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of February, 2014.

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

RESOLUTIONS

RESOLUTION NO. 2013-032

A RESOLUTION recognizing Alex Curchin upon his retirement from active service as Municipal Judge for the City of Joplin Municipal Court.

WHEREAS, On, Tuesday, December 31, 2013, Alex Curchin will retire from active service with the City of Joplin Municipal Court.

WHEREAS, Alex Curchin served residents of Joplin in an outstanding manner during Twenty Years of service over his career; and

WHEREAS, upon his departure, the people of Joplin wish to extend recognition and appreciation to Alex Curchin for his many contributions through the years.

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

Section 1. The City of Joplin does hereby recognize and extend appreciation to Alex Curchin for service of Twenty Years to the City of Joplin in the Municipal Court and residents of this great city.

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

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the Sixteenth day of December, 2013.

_____
Melodee Colbert-Kean Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

EMERGENCY ORDINANCES

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: December 16, 2013.

ITEM: Council Bill No. 2013-019 approving an amendment to the Joplin Recovery Tax Increment Finance District Plan that was approved by the Council on December 28, 2012.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2013-019.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 12-12-13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 12-12-13
PLANNING & DEV:	Troy Bolander T. B.	**DATE:** 12-12-13

INTRODUCTION:

This Council Bill approves an amendment to the Joplin Recovery Tax Increment Finance District Plan approved by the Council on December 28, 2012.

SUMMARY/DISCUSSION:

Pursuant to the statute, the TIF District cannot include property owned by members of the City Council, Joplin Redevelopment Corporation, and the TIF Commission. At the time we were finalizing the Plan, the City Attorney's office forwarded a request for addresses of all properties owned by those individuals and received a response from each member. Unfortunately, two (2) properties held by Council member Rosenberg were excluded from the list due to a scrivener's error. This ordinance corrects that error.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an emergency basis.

BWH:ab
attachment

COUNCIL BILL NO. 2013-019 **ORDINANCE NO.**

AN ORDINANCE correcting a legal description error in Ordinance Nos. 2012-230, 2012-231, and 2013-121; and containing an emergency clause.

WHEREAS, on December 28, 2012 the Council of the City of Joplin approved the Joplin Recovery Tax Increment Financing Redevelopment Plan ("TIF Plan") establishing the Redevelopment Area legally described therein including over 3,100 acres and more than 6,000 parcels of land; and,

WHEREAS, prior to the conclusion of the public hearing by the City of Joplin Tax Increment Financing Commission ("TIF Commission") and approval of the TIF Plan by the Council, in accordance with the procedures established by the Real Property Tax Increment Allocation Financing Act in Missouri, the legal description of the Redevelopment Area was revised to exclude properties in which members of the City Council, TIF Commission, Joplin Redevelopment Corporation, and certain members of the City staff had any property interests; and,

WHEREAS, as a part of the process of implementing the TIF Plan, City staff has determined that due to a typographical scriveners error in preparing the legal description of the Redevelopment Area and the list of properties to be excluded, three (3) parcels of land owned by Councilmember Rosenberg were inadvertently omitted from this list; and,

WHEREAS, the legal description of the Redevelopment Area included in the TIF Plan was included in exhibits to Ordinance Nos. 2012-230, 2012-231, and 2013-121 and in order to ensure that the legal description of the Redevelopment Area accurately reflects the properties to be included therein and excluded therefrom, it is necessary to correct the typographical scriveners error by restating the legal description as a part of this Ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI,

AS FOLLOWS:

Section 1. That the legal description included as 1) Appendix 2 to the TIF Plan attached to Ordinance No. 2012-230 as Exhibit A; 2) Exhibit A to Ordinance No. 2012-231; and 3) Exhibit A to the Joplin Recovery Tax Increment Financing Redevelopment Agreement attached to Ordinance No. 2013-121 is hereby corrected by excluding the following properties from the Redevelopment Area and as reflected on Exhibit A attached to this Ordinance:

2602 Picher Ave. Rosenberg Trust, Book and Page 2059/0506 described as:

All of the North Two Hundred (200) feet of Lot Numbered Four (4) in Briarcliff Third Addition to the City of Joplin, Jasper County, Missouri

710 Minnesota Ave. Benjamin Rosenberg and M. Shade, Book and Page 2059/0503, described as:

Tract 1:
All of Miscellaneous Tracts Numbered 28 and 227 of Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and all of Parcels 224, 225 and 226 of Miscellaneous Tract Numbered 46 in said Section 11, EXCEPT any part taken or deeded for road purposes or railroad right-of-way.

Tract 2:
All that part of Miscellaneous Tract Numbered 8 in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 2, Township 27 North, Range 33 West, Jasper County, Missouri, described as follows: Beginning at a point 30 feet North and 553 feet West of the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence North 200 feet to a point, thence West 312.6 feet, more or less, to a point, thence in a Southeasterly direction on a line 75 feet East and parallel with the center line of the main line right-of-way of the Kansas City Southern Railway, a distance of 201.9 feet, more or less, to a point on the North line of Seventh Street, thence East on said North line of Seventh Street more or less, to a point on the North line of Seventh Street, thence East on said North line of Seventh Street.

Section 2. 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 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 _____, 2013, by a vote of _____.

By: _____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Exhibit A

All that part of Section 2, Section 3 and Sections 10 through 17, inclusive, of Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows:

BEGINNING at the intersection of the South line of Section 14, Township 27 North, Range 33 West and the East right-of-way line of South Main Street, as now established; thence Northerly along said East right-of-way line, a distance of 320 feet, more or less, to a point of intersection with the South right-of-way line of East 31st Street, as now established; thence Easterly along said South right-of-way line, a distance of 115 feet, more or less, to a point of intersection with the Southerly extension of the East line of the existing alley lying east of and adjacent to Lots 17 through 40, inclusive, of Lukes Southern Addition, a subdivision in the City of Joplin, Jasper County, Missouri; thence Northerly along said East line, a distance of 1,350 feet, more or less, to a point of intersection with the South right-of-way line of East 28th Street, as now established; thence Easterly along said South right-of-way line, a distance of 3,000 feet, more or less, to a point of intersection with the East right-of-way line of South Illinois Avenue, as now established; thence Northerly along said East right-of-way line, a distance of 885 feet, more or less, to a point of intersection with the South right-of-way line of East 26th Street, as now established; thence Easterly along said South right-of-way line, a distance of 2,650 feet, more or less, to a point of intersection with the East right-of-way line of Connecticut Avenue, as now established; thence Northerly along said East right-of-way line, a distance of 900 feet, more or less, to a point of intersection with the South right-of-way line of East 24th Street, as now established; thence Easterly along said South right-of-way line, a distance of 3,450 feet, more or less, to a point of intersection with the West right-of- way line of Texas Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 560 feet, more or less, to a point lying 66.67 feet North of the South line of the Northeast Quarter of Section 13, Township 27 North, Range 33 West; thence Easterly along the Westerly extension of the South line of the land described in the Jasper County Recorder's Office in Book 1859, at Page 1215, and beyond, along said South line, and beyond, along the South line of the land described in the Jasper County Recorder's Office in Book 1424, at Page 2050 (Skateland Tract), a distance of 400 feet, more or less, to the Southeast corner of said Skateland Tract; thence Northerly along the East line of said Skateland Tract, a distance of 272 feet, more or less, to the Northeast corner thereof; thence Easterly along the North line of the land described in the Jasper County Recorder's Office in Book 1547, at Page 1848, a distance of 120 feet, more or less, to a point of intersection with the South right-of-way line of said East 24th Street; thence Easterly along said South right-of-way line, a distance of 870 feet, more or less, to a point of intersection with the East right-of-way line of South Range Line Road, as now established; thence Northerly along said East right-of-way line, a distance of 4,200 feet, more or less, to a point of intersection with the North right-of-way line of East 15th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,400 feet, more or less, to a point of intersection with the West right-of-way line of said Texas Avenue; thence Southerly along said West right-of-way line, a distance of 460 feet, more or less, to the Southeast corner of the tract of land described in the Jasper County Recorder's Office in Book 1744, at Page 1138; thence Westerly along the South line of said tract of land, and beyond, along the South line of the land described in the Jasper County Recorder's Office in Book 2109, at Page 260, and beyond, along the

South line of the land described in the Jasper County Recorder's Office in Book 1393, at Page 409, a distance of 630 feet, more or less, to a point in the East line of the land described in the Jasper County Recorder's Office in Book 1861, at Page 2156 (Dennis Park Tract), thence Southerly along the East line of said Dennis Park Tract, a distance of 35 feet, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Dennis Park Tract, a distance of 148 feet, more or less, to a point in the East line of the land described in the Jasper County Recorder's Office in Book 1851, at Page 444 (Carpenter Tract); thence Southerly along the East line of said Carpenter Tract, a distance of 285 feet, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Carpenter Tract, and beyond, along the South line of the land described in the Jasper County Recorder's Office in Book 1682, at Page 257, and beyond, along the South line of the land described in the Jasper County Recorder's Office in Book 1312, at Page 27 (Righthouse Tract), a distance of 465 feet, more or less, to the Southwest corner of said Righthouse Tract; thence Northerly along the West line of said Righthouse Tract, and beyond, along the Northerly extension of said West line, a distance of 800 feet, more or less, to a point of intersection with the North right-of-way line of said East 15th Street; thence Westerly along said North right-of-way line, a distance of 335 feet, more or less, to a point of intersection with the North right-of- way line of Campbell Parkway, as now established; thence Northwesterly along said North right-of-way line, a distance of 3,900 feet, more or less, to a point on the east side of parcel 19101110033001000, as now established, thence Northerly along said East line to the intersection with the South right-of-way line of Missouri & Arkansas Railroad, as now established, thence Westerly along said South right-of-way line, a distance of 395 feet more or less, to the East right-of-way line for Murphy Boulevard, as now established, then Northwesterly along said East right-of-way, a distance of 705 feet more or less, to the East right-of- way line, of Illinois Avenue, as now established, thence Northerly along said right-of-way, a distance of 865 feet more or less, to a point of intersection with the East right-of- way line of Murphy Boulevard, as now established; thence Northwesterly along said East right-of-way line, a distance of 4,000 feet, more or less, to a point in the Easterly extension of the North right-of-way line of East 1st Street, as now established; thence Westerly along said Easterly extension, a distance of 390, more or less, to the West right-of-way line of Kansas City Southern Railroad, as now established, thence Northerly along said West right-of-way, a distance of 2,633 feet more or less, to the Northern most tip of parcel
19100220004001000, as now established, thence Southerly along the west of parcel
19100220004001000, a distance of 463 feet more of less, to the Northeast corner of parcel
19200310032005000, as now established, thence Westerly along the North property line of parcel
19200310032005000, a distance of 110 feet more or less, to the Northwest corner of parcel
19200310032005000, as now established, then South along the West property line of parcel
19200310032005000, a distance of 526 feet more or less, to the Southeast corner of parcel
19200310032005000, as now established, thence Easterly along the South of said parcel, a distance of 111 feet more or less, to the Northeast corner of parcel 19200310032006000, as now established, thence Southerly along the East of said parcel, a distance of 200 feet more or less, to the Northwest corner of parcel 19100220004001001, as now established, thence Easterly along the North of said parcel, a distance of 86 feet more or less, to the Northeast corner of said parcel, as now established,

thence Southerly along the East of said parcel, a distance of 350 feet more or less, to the Southeast corner of said parcel, as now established, thence Westerly along the South of parcels 19200310032009001, 19100220004001001 and 19200310032010001, a distance of 200 feet more or less, to the East right-of way of Main Street, as now established, thence Southerly along the East of said right-of way, a distance of 50 feet more or less, to the Northwest corner of parcel 19200310032009000, as now established, thence East and South along the North and East property line of parcel 19200310032009000, a distance of 196 feet more or less, to the Southeast corner of said parcel, as now established, the Southerly along the East of parcels 19200310032013000 and 19200310032011000, a distance of 325 feet more or less, to the Southeast corner of parcel 19200310032013000, as now established, thence West along the Southern property boundary of said parcel, a distance of 118 feet more or less, to the Southwest corner of said parcel, said point also being on the East right-of-way of Main Street, thence North along the West of parcel 19200310032013000, a distance of 50 feet more or less, to a point of intersection with the Easterly extension of the North right-of-way line of West B Street, as now established; thence Westerly, along said Easterly extension, and beyond, along said North right-of-way line, a distance of 600 feet, more or less, to a point of intersection with the West right-of-way line of North Joplin Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 450 feet, more or less, to a point of intersection with the North right-of-way line of West A Street, as now established; thence Westerly along said North right-of-way line, a distance of 320 feet, more or less, to a point of intersection with the West right-of-way line of North Wall Avenue, as now established; thence Southerly, along said West right-of-way line, a distance of 365 feet, more or less, to a point of intersection with the North right-of-way line of West 1st Street, as now established; thence Westerly along said North right-of-way line, a distance of 320 feet, more or less, to a point of intersection with the West right-of-way line of South Pearl Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 720 feet, more or less, to a point of intersection with the North right-of-way line of West 3rd Street, as now established; thence Westerly along said North right-of-way line, a distance of 370 feet, more or less, to a point of intersection with the West right-of-way line of South Byers Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 4,400 feet, more or less, to a point of intersection with the South right-of-way line of West 13th Street, as now established; thence Easterly along said South right-of-way line, a distance of 710 feet, more or less, to a point of intersection with the West right-of-way line of said South Wall Avenue; thence Southerly along said West right-of-way line, a distance of 1,720 feet, more or less, to a point of intersection with the North right-of-way line of West 18th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,670 feet, more or less, to a point of intersection with the West right-of-way line of South Jackson Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 450 feet, more or less, to a point of intersection with the North right-of-way line of West 19th Street, as now established; thence Westerly along said North right-of-way line, a distance of 660 feet, more or less, to a point of intersection with the West right-of-way line of South Bird Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 385 feet, more or less, to a point of intersection with the North right-of-way line of West 20th Street, as now established; thence Westerly along said North right-of-way line, a distance of 5,100 feet, more or less, to a point of intersection with the West right-of-way line of Roosevelt Avenue, as now established; thence Southerly along said West

right-of-way line, a distance of 830 feet, more or less, to a point of intersection with the North right-of-way line of West 22nd Street, as now established; thence Westerly along said North right-of-way line, and beyond, along the Westerly extension of said North right-of-way line, a distance of 520 feet, more or less, to a point of intersection with the Northerly extension of the East line of the tract of land described in the Jasper County Recorder's Office in Book 1426, at Page 1483 (Barnard Tract); thence Southerly along said Northerly extension, and beyond, along said East line, a distance of 540 feet, more or less, to the Southeast corner of said Barnard Tract; thence Westerly along the South line of said Barnard Tract, a distance of 425 feet, more or less, to the Southwest corner thereof; thence Northerly along the West line of said Barnard Tract, a distance of 190 feet, more or less, to a point of intersection with the North right-of-way line of West 23rd Street, as now established; thence Westerly along said North right-of-way line, a distance of 185 feet, more or less, to a point of intersection with the West right-of-way line of South Walnut Avenue, as now established; thence Southerly along said West right-of-way line of South Walnut Avenue, a distance of 660 feet, more or less, to a point of intersection with the North right-of-way line of West 24th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,150 feet, more or less, to a point of intersection with the West right-of-way line of Schifferdecker Avenue, as now established; thence Southerly along said West right-of-way line, a distance of 840 feet, more or less, to a point of intersection with the North right-of-way line of West 26th Street, as now established; thence Westerly along said North right-of-way line, a distance of 1,960 feet, more or less, to a point of intersection with the West right-of-way line of South Iron Gates Road, as now established; thence Southerly along said West right-of-way line, a distance of 675 feet, more or less, to a point of intersection with the North right-of-way line of West 27th Street, as now established; thence Westerly along said North right-of-way line, a distance of 630 feet, more or less, to a point of intersection with the West right-of-way line of South Golf Link Road, as now established; thence Southerly along said West right-of-way line, and beyond, along the Southerly extension of said West right-of-way line, a distance of 1,980 feet, more or less, to a point of intersection with the North right-of-way line of West 32nd Street, as now established; thence Easterly along said North right-of-way line, a distance of 7,530 feet, more or less, to a point of intersection with the South line of Section 16, Township 27 North, Range 33 West; thence Easterly along said South line, and beyond, along the South line of Section 15, Township 27 North, Range 33 West, a distance of 2,540 feet, more or less, to a point of intersection with said North right-of-way line of 32nd Street; thence departing said South line of Section 15, along said North right-of-way line, a distance of 2,960 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING therefrom the following described tract of land:

BEGINNING at the intersection of the North right-of-way line of East 18th Street, as now established, and the East right-of-way line of South Virginia Avenue, as now established; thence Easterly along said North right-of-way line of East 18th Street, a distance of 1,220 feet, more or less, to a point of intersection with the West right-of-way line of South Missouri Avenue, as now established; thence Northerly along said West right-of-way line, a distance of 450 feet, more or less, to a point of intersection with the North right-of-way line of East 17th Street, as now established; thence Easterly along said North right-of-way line, a distance of 1,494 feet, more or less, to the Southeast corner of

Lot 155 in Campbell's 6th Addition, a subdivision in the City of Joplin, Jasper County, Missouri; thence Northerly along the East line of said Lot 155, a distance of 55 feet, more or less, to the Northeast corner thereof, said point being in the South line of Lot 156 of said subdivision; thence Easterly along said South line of Lot 156, a distance of 45 feet, more or less, to the Southeast corner thereof, said point being in the Westerly railroad right-of-way line, as now established; thence Northwesterly along said Westerly railroad right-of-way line, a distance of 1,900 feet, more or less, to a point of intersection with the South right-of-way line of East 12th Street, as now established; thence Westerly along said South right-of-way line, a distance of 2,140 feet, more or less, to a point of intersection with said East right-of-way line of South Virginia Avenue; thence Southerly along said East right-of-way line, a distance of 2,340 feet, more or less, to the POINT OF BEGINNING.

Also EXCLUDED from the Redevelopment Area are parcels 19101120013001000, 19201010001001000, 19501540032012000, 19101240011035000, 19101240011034000, 19501510036002000, 19601430017005000, 19501630005003000, 19501630009008000, 19501640001112000, 19501640001110000, 19601420023011000, 19100230046001004, 19200340017007003, 19401740011005000, 19501530005001.000, 191011-20-005-001.000, and 19100230042002000 which are also described as follows:

Property Address	Book/Page	Legal Description
2920 S. Main Street	2037/1459	Lot 65 Luke's Southern Addition to the City of Joplin, Jasper County
1710 Texas Avenue	2214/0709	Lots 3 & 4 Lenger's Addition to the City of Joplin, Jasper County
1722 Texas Avenue	2216/1803	Lots 5 & 6 Lenger's Addition to the City of Joplin, Jasper County
2401 S. Wall Avenue	2232/0813	Lot 56 O'Keefes 2nd Addition to the City of Joplin, Jasper County
2727 Ohio Avenue	2204/2141	S. 48' of Lot 452 and all of Lot 453 in Norman-Foule Addition to the City of Joplin, Jasper County
2520 S. Kingsdale	2236/0710	Lot 14 Woodcrest Terrace Addition to the City of Joplin, Jasper County
3101 Jefferson Avenue	1678/2089	Lot 20 and adjacent vacated walkway in Garvin's Oakhill Addition to the City of Joplin, Jasper County
3115-3117 Tyler Avenue	1728/1865	Lot 12 in Tyler Subdivision in the City of Joplin, Jasper County
3145-3147 Tyler Avenue	1728/1844	Lot 17 in Tyler Subdivision in the City of Joplin, Jasper County
2549 Iowa Avenue	1969/0566	Lot 60 in Durham Acres Addition to the City of Joplin, Jasper County
409 E. 7th Street	1900/1865	All of a tract of land described as commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 2, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North along the east line of said Quarter, 30.0 feet to the North line of 7th Street, thence South 88 degrees, 41 minutes west along said line 272.51 Feet to the point of beginning, thence South 88 degrees 41 minutes West 138.74 feet, thence North 23 degrees 12 minutes 06 seconds East 159.32 feet, thence North 0 degrees 05 minutes 50 seconds East parallel to the East line of Kentucky Avenue 203.38 feet to the South line of Railroad, Thence North 85 degrees 15 minutes 30 seconds East along said line 237.10 feet, Thence South 0 degrees 5 minutes 50 seconds West 49.02 feet, Thence South 35 degrees 09 minutes 29 seconds West 278.66 feet, Thence South 0 degrees 05 minutes 50 seconds West 89.37 feet to the point of beginning, except any part taken or deeded for road purposes.
120 S. Main Street	2163/1035	S. 1/2 of lot 27 in Murphysburg Orig. in the City of Joplin, Jasper County
3101 S. Kelley Dr.	1828/1798	Lot 14 Sunset Ridge 4th Addition, to the City of Joplin, Jasper County
701 S. Main Street	1548/2029	Lots 1 to 3 exduding the South 10' of Lot 3 and the North 10' of Lot 3 and the West 1/2 of the vacated alley East of and adjoining the South 40' of Lot 3 in Byers and Murphys Addition to Murphysburg in the City of Joplin, Jasper County
701 S Main - Parking Lot	1548/2029	Lots 1 and 2 and North 10' Lot 3 and all of adjacent vacated alley in Norton's Subdivision to the City of Joplin, Jasper County
2602 Picher Ave.	2059/0506	All of the North Two Hundred (200) feet of Lot Numbered Four (4) in Briarcliff Third Addition to the City of Joplin, Jasper County, Missouri

710 Minnesota	2059/0503	Tract 1: All of Miscellaneous Tracts Numbered 28 and 227 of Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and all of Parcels 224, 225 and 226 of Miscellaneous Tract Numbered 46 in said Section 11, EXCEPT any part taken or deeded for road purposes or railroad right-of-way. Tract 2: All that part of Miscellaneous Tract Numbered 8 in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 2, Township 27 North, Range 33 West, Jasper County, Missouri, described as follows: Beginning at a point 30 feet North and 553 feet West of the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence North 200 feet to a point, thence West 312.6 feet, more or less, to a point, thence in a Southeasterly direction on a line 75 feet East and parallel parallel with the center line of the main line right-of-way of the Kansas City Southern Railway, a distance of 201.9 feet, more or less, to a point on the North line of Seventh Street, thence East on said North line of Seventh Street more or less, to a point on the North line of Seventh Street, thence East on said North line of Seventh Street

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: December 16, 2013

ITEM: Council Bill No. 2013-020 approving a Memorandum of Understanding between the City of Joplin and WLD Suarez Baseball, LLC., for the redevelopment of Joe Becker Stadium and certain properties around Joe Becker stadium for the purpose of Professional Baseball Operations.

ORIGINATING DEPARTMENT: Parks & Recreation Department

ATTACHMENTS: Council Bill No. 2013-020; Exhibit - MOU

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 12-12-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 12-12-13
FINANCE DEPARTMENT:	Leslie Haase	**DATE:** 12-12-13
PARKS & RECREATION:	Chris Cotten	**DATE:** 12-12-13
H.R./RISK MGMT:	David Allgood	**DATE:** 12-12-13

INTRODUCTION:

On Monday, November 18th during a special work session, WLD Suarez Baseball and the Parks and Recreation Department presented to the Council, the concept of relocating the El Paso Diablos to Joplin to play professional baseball at Joe Becker Stadium. Redevelopment of Joe Becker Stadium, the 4th Street corridor, and new retail options for Joplin were also discussed. City Staff was given direction at this meeting to continue working with the team on the plan.

On Monday, December 9th at a follow-up work session, Team Representatives with WLD Suarez, Chad Greer of Greer and Associates, Rob O'Brian of the Chamber of Commerce, Finance Director, Leslie Haase, Director of Planning and Community Development, Troy Bolander, Parks and Recreation Director, Chris Cotton, and City Manager, Mark Rohr, outlined a plan to bring the project to fruition.

DISCUSSION:

Based on the outcome of the meeting, direction was given to pursue the development of a Memorandum of Understanding with the understanding of an eventual executed Lease Agreement between the City and WLD Suarez Baseball, LLC, for the project.

RECOMMENDATION:

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

BWH:ab
attachments

COUNCIL BILL NO. 2013-020 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the redevelopment of the Joe Becker Stadium to accommodate the location of a minor league baseball team; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

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

Section 1. That the Memorandum of Understanding (MOU) by and between the City of Joplin, Missouri, a Municipal corporation, and WLD Suarez Baseball, LLC, dealing generally with the redevelopment of the Joe Becker Stadium to accommodate a minor league baseball team, in substantially similar form to that attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated this _____ day of ~~January~~_____, 201~~3~~__, by and between the **CITY OF JOPLIN, MISSOURI,** a constitutionally chartered municipal corporation **("City")**, the **WLD SUAREZ BASEBALL, LLC**, a Texas Limited Liability Company **("SUAREZ")**. City and Suarez shall be referred to collectively as (the "parties").

W I T N E S S E T H:

WHEREAS, the City of Joplin is a constitutional charter city organized under the laws of the State of Missouri, and WLD Suarez Baseball, LLC is a limited liability company organized under the laws of the State of Texas; and

WHEREAS, the City owns certain property known as "Joe Becker Stadium", located in Joplin, Jasper County, Missouri as shown on Exhibit A attached (the "Stadium"), which contains a baseball stadium, concession stand and parking as well as other improvements. The City desires to make available to its citizens increased opportunities for entertainment by having a minor league baseball team become a part of its community; and

WHEREAS, Suarez desires to locate its minor league baseball team and operation to the City of Joplin; and

WHEREAS, the City and Suarez share the mutual goal of creating a baseball stadium, parking and other enhancements, as well as a marketable minor league baseball program affiliated with the American Association of Independent Baseball that will promote will promote tourism, creation of jobs and entertainment to the citizens of Joplin and the surrounding area and that will build a commitment to the individuals, families, and organizations that visit the Stadium, beginning for the 2015 baseball season; and

WHEREAS, the parties recognize that their desires and goals are compatible and will be better achieved through a cooperative effort. The parties' intent is to develop the Stadium, parking and other enhancements in a coordinated manner by clarifying the roles and responsibilities of the parties and by making a good faith effort to enter into a Lease Agreement and Performance Agreement to achieve the goal of bringing the Suarez minor league baseball operation to the City.

NOW, THEREFORE, in order to ensure the success of the intent of the parties, the City and Suarez enter into this Memorandum of Understanding and hereby agree as follows:

1. **Lease of Property**. After the execution and delivery of this MOU, the parties hereto agree that they shall continue to negotiate in good faith (a) a Lease Agreement between the City and MDC (the "Lease"), whereby the City will lease approximately Joe Becker Stadium as described in Exhibit B attached hereto (the "Property") to Suarez. General terms that are to be negotiated and included are that the Lease be for an initial term beginning August 1, 2014 through September 10, 2024. Beginning in 2014, Suarez shall lease the Stadium from August 1,

EXH. A

2014 to September 10, 2015. Each year thereafter, Suarez shall lease the Stadium from May 1 to September 10 of each year. Annual rent for the Lease is the sum of One Hundred Fifty Thousand Dollars ($150,000.00) per year, payable in quarterly installments of $37,500.00 due on the first day of each quarter for the calendar year. An Option Period shall also be negotiated by the parties and in the Lease Agreement and the parties shall endeavor to agree on an Option Period of ten (10) years beginning in 2025. Suarez shall reimburse the City for expenses related to the operation of the Stadium as follows: 33% of Operating & Maintenance Expenses, with an estimated payment paid in 4 equal installments simultaneously with Lease Payment. A reconciliation of actual expenses for the previous budget year completed and reconciled by December 31 of the calendar year. Year over Year expense reimbursement increases shall not exceed 5.0% with approval of Suarez. The parties shall also negotiate a per diem rental fee for Suarez's renting of the Stadium during times beyond the term of the Lease Agreement.

2. **Concession Operations**. Suarez shall have the right to improve and operate all concession operations at the Facility on a year-round basis during the term of the lease, with Suarez being responsible for all operating expenses and retaining all net proceeds, if any. ~~The City shall grant to Suarez first right of refusal to operate concessions at other City facilities for the purpose of economies of scale and synergies of operations during the term of the Lease, under the same terms and conditions.~~

Comment [HB1]: The City cannot agree to give a right of first refusal on all facilities for the operation of concession without a bid process. Accordingly we cannot agree to this provision.

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4. **Advertising, Signage and Naming Rights**. Suarez shall have the right to sell advertising, signage and naming rights, subject to the approval by the City, whose approval shall not be unreasonably withheld, subject however to existing signage/advertising agreements in place as of the date of this MOU. Suarez shall be responsible for any expenses associated with this advertising, signage and naming rights, and shall retain all net proceeds, if any. The Facility shall retain the name "Joe Becker Stadium" during the term of the Lease Agreement.

5. **Tenant Improvements & Improvement Allowance**: It is anticipated that Suarez shall be allowed to improve the Facility and surrounding area, beginning on or about August 1, 2014, subject to written approval, in advance, of all plans and specifications by the City, and pursuant to the terms of the Performance Agreement, to be negotiated and agreed to by the parties. The City shall reimburse, or pay directly on behalf of Suarez, up to $4,000,000.00 for tenant improvements as provided in the to be negotiated and agreed Performance Agreement. Said $4,000,000.00 shall include the purchase and refurbishment of property located north of the existing Joe Becker Stadium known as the "Crosslines" property.

6. **Acquisition of City Property**: Suarez, or a related affiliate, shall purchase the following properties from the City for the sum of $161,000 for parking and mixed use development before August 1, 2014.

***INSERT LEGAL DESCRIPTION / ADDRESS

11. **Amendment; Termination.** The terms and conditions of this MOU may be modified only by mutual written agreement among the City and Suarez. Prior to the commencement of the term of any Lease and execution of the Performance Agreement, any party may terminate

this MOU upon sixty (60) days prior written notice to the other. Upon the commencement of the term of the Lease and effective date of the Performance Agreement, this MOU shall terminate only in the event that the Lease or Performance Agreement shall terminate.

14. **Audit**. The City shall be afforded reasonable access upon reasonable notice to Suarez to documents and/or records of Suarez relating to its baseball operations deemed reasonably necessary or desirable by the City in conjunction with the undertaking of compliance audits conducted by the City, their agents or auditors.

15. **Sunshine Law**. Suarez understands and agrees that the City is a governmental body subject to the Missouri Sunshine Law (Chapter 610 RSMo.) and as such is required to make certain records and other information available to the public. Accordingly Suarez further understands and agrees that the City will in any way be liable for the release of information retained by the parties and subject to disclosure by law.

16. **Successors and Assigns**. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. **Governing Law and Venue**. This MOU shall be governed by the laws of the State of Missouri. Venue for any dispute between the parties shall lie exclusively in the Circuit Court of Jasper County, Missouri or the U.S. District Court of the Western District of Missouri.

18. **Authority**. Suarez and the City each represent and warrant to the other parties, that the execution and delivery of this MOU have been duly authorized by the respective governing bodies of such party and is legally binding upon such party.

19. **Miscellaneous**. No party hereto has the authority to enter into agreements or contracts on behalf of any other party. This MOU does not create a partnership, joint venture, or agency relationship among the parties hereto. Nothing contained in this MOU is intended to confer personal liability upon any officer, director, employee, or agent of any party hereto.

20. **Effective Date**. This MOU shall become effective upon the passage of an appropriate enacting ordinance by the Council of the City and the execution of this MOU by the designated Official of the City, the approval by the governing members of Suarez.

21. **Documents.** It is the intention of the parties hereto to negotiate additional agreements to effectuate the intent of this MOU. Specifically the parties intend to execute a Lease, Performance Agreement and other related documents ("final agreements"). In the event that the provisions of any final agreement conflict with the provisions of any other final agreement, either specifically or as to intent, the provision which allows the most strict construction will control. In the event that the provisions of any final agreement conflict with the provisions of this MOU, either specifically or as to intent, the provision in the final agreements will control.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2013.

CITY OF JOPLIN, MISSOURI,
a municipal corporation

By: _____
Name: R. Mark Rohr
Title: City Manager

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Brian W. Head
Title: City Attorney

WLD SUAREZ BASEBALL, LLC

By: _____
Name:
Title: Managing Member

ATTEST:

By: _____
Name:
Title:

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 16, 2013
Council Bill No. 2013-350

Item: Amendment to Regional Detention, NE side of Murphy Blvd. & S of 15th Consulting Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Amendment to Agreement
3) Council Bill No. 2013-350

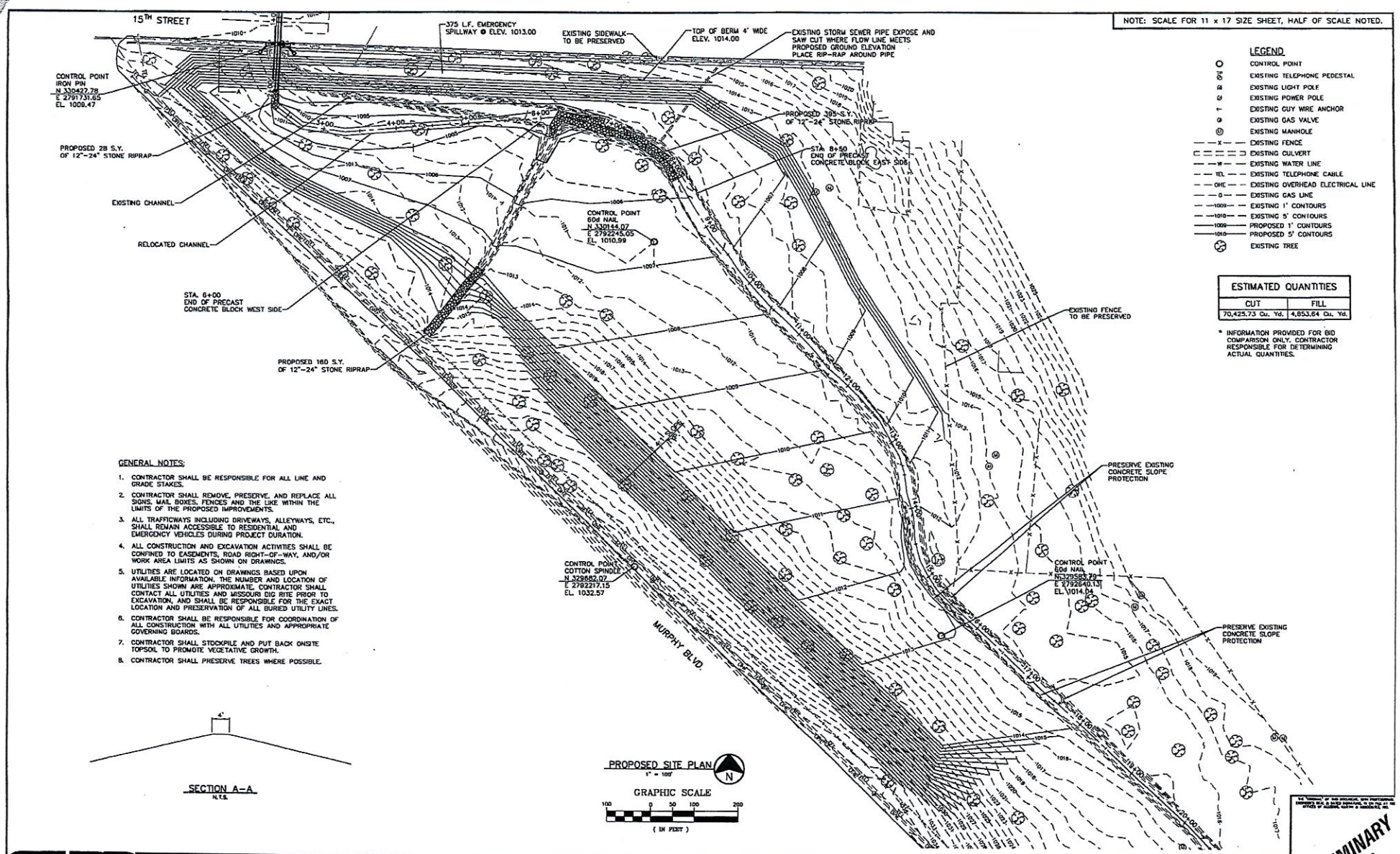
Engineering: Dan Johnson	Date: 12-10-13
Department Head: Nicholas A. Heatherly	Date: 12/10/13
Finance Department: Leslie Haase	Date: 12-10-13
City Attorney: Brian Head	Date: 12-10-13
Interim City Manager: Mark Rohr	Date: 12-10-13

Recommended Action: Approval of Amendment to consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $84,000.00 for Contract and bidding services, construction administration, construction site monitoring, civil engineering consultation and advice for the Regional Detention, NE side of Murphy Blvd. & South of 15th.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. A project to construct a regional detention pond south of 15th Street and east of Murphy Boulevard in Campbell Parkway was included in the list of approved projects. The detention pond was designed by Allgeier, Martin & Associates as part of a project in the first storm water improvement program.

Discussion: In 2009 Allgeier, Martin and Associates Inc. was chosen for design of the 15th & Murphy Boulevard culvert replacement project. This amendment to the original agreement with Allgeier, Martin and Associates Inc is for providing services that include creating bid documents, assisting with bidding the project, construction administration and inspection. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Amendment to Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $84,000.00 for Contract and bidding services, construction administration, construction site monitoring, civil engineering consultation and advice for the Regional Detention, NE side of Murphy Blvd & South of 15th.



NOTE: SCALE FOR 11 x 17 SIZE SHEET, HALF OF SCALE NOTED.

LEGEND

- CONTROL POINT
- EXISTING TELEPHONE PEDESTAL
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING GUY WIRE ANCHOR
- EXISTING GAS VALVE
- EXISTING MANHOLE
- EXISTING FENCE
- EXISTING CULVERT
- EXISTING WATER LINE
- EXISTING TELEPHONE CABLE
- EXISTING OVERHEAD ELECTRICAL LINE
- EXISTING GAS LINE
- EXISTING 1' CONTOURS
- EXISTING 5' CONTOURS
- PROPOSED 1' CONTOURS
- PROPOSED 5' CONTOURS
- EXISTING TREE

ESTIMATED QUANTITIES	
CUT	FILL
70,425.73 Cu. Yd.	4,853.64 Cu. Yd.

* INFORMATION PROVIDED FOR BID COMPARISON ONLY. CONTRACTOR RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINE AND GRADE STAKES.
2. CONTRACTOR SHALL REMOVE, PRESERVE, AND REPLACE ALL SIGNS, MAIL BOXES, FENCES AND THE LIKE WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS.
3. ALL TRAFFICWAYS INCLUDING DRIVEWAYS, ALLEYWAYS, ETC., SHALL REMAIN ACCESSIBLE TO RESIDENTIAL AND EMERGENCY VEHICLES DURING PROJECT DURATION.
4. ALL CONSTRUCTION AND EXCAVATION ACTIVITIES SHALL BE CONFINED TO EASEMENTS, ROAD RIGHT-OF-WAY, AND/OR WORK AREA LIMITS AS SHOWN ON DRAWINGS.
5. UTILITIES ARE LOCATED ON DRAWINGS BASED UPON AVAILABLE INFORMATION. THE NUMBER AND LOCATION OF UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL CONTACT ALL UTILITIES AND MISSOURI DIG RITE PRIOR TO EXCAVATION, AND SHALL BE RESPONSIBLE FOR THE EXACT LOCATION AND PRESERVATION OF ALL BURIED UTILITY LINES.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL CONSTRUCTION WITH ALL UTILITIES AND APPROPRIATE GOVERNING BOARDS.
7. CONTRACTOR SHALL STOCKPILE AND PUT BACK ONSITE TOPSOIL TO PROMOTE VEGETATIVE GROWTH.
8. CONTRACTOR SHALL PRESERVE TREES WHERE POSSIBLE.

SECTION A-A
N.T.S.

PROPOSED SITE PLAN
1" = 100'

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS · HYDROLOGISTS · SURVEYORS
2820 SOUTH RANGE LINE RD. JOPLIN, MISSOURI 64804 (417) 624-5703

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	RDP
CKD. BY:	MCK
APPD. BY:	KEH
DATE:	JUNE, 2009

PROPOSED OVERALL SITE PLAN
MURPHY BLVD. DETENTION
JOPLIN, MISSOURI

DWG. NO. 1A

PRELIMINARY
3-Jun-09

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: September 24, 2008

   b. Owner: City of Joplin

   c. Engineer: Allgeier, Martin and Associates, Inc.

   d. Project: 6-6 15th Street e/o Delaware Detention Basin

2. *Description of Modifications:*

   a. Engineer shall perform or furnish the following Additional Services: Update contract documents, assist in the advertising of the project for construction, distribute contract documents to interested bidders, issue any needed addendums, assist the City in evaluating bids, provide recommendation of project award, construction administration, review pay estimates, and assist with project closeout at the end of construction. If requested, Construction Site Monitoring services will also be provided. Construction site monitoring costs are dependent on the contractor's schedule and amount of work being accomplished. A budget amount will be included in the contract, but this service will be provided on an hourly basis.

   b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Update Contract Documents and Bidding Phase Services	$14,000
Construction Administration Services	20,000
Construction Site Monitoring (Budget)	50,000
TOTAL	**$84,000**

   Compensation for the above services will be based on the attached hourly rates and will be invoiced monthly.

   c. The schedule for rendering services is modified as follows: Bidding phase completed by January 30, 2014. The remaining schedule will be dependent on the city and the contractor's construction schedule, but in either case shall not extend beyond September 30, 2014, or additional services may apply.

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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
_____	_____
By: _____	By: Kurt Higgins, P.E.
Title: _____	Title: Vice President
Date Signed: _____	Date Signed: September 23, 2013

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EXHIBIT A
ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2013-2014

LABOR RATES

Position	Hourly Billing Rate 01/01/2013 thru 12/31/2013	01/01/2014 thru 12/31/2014
Principal/Engineer IV	170	175
Principal/Engineer III	155	160
Project Manager/Engineer II	135	140
Project Manager/Engineer I	120	125
Designer/Technician III	93	96
Designer/Technician II	81	84
Designer/Technician I	75	78
Two-Man GPS Survey Crew	160	165
One-Man GPS Survey Crew	120	125
Three-Man Survey Crew	175	180
Two-Man Survey Crew	135	140
Registered Land Surveyor II	145	150
Registered Land Surveyor I	125	130
Survey Party Chief	75	78
Survey Crew Member	61	63
Right of Way Specialist	97	100
Construction Inspector III	93	96
Construction Inspector II	81	84
Construction Inspector I	75	78
Secretary/Word Processor	61	63
Print Specialist	61	63

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

COUNCIL BILL NO. 2013-350 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Allgeier, Martin and Associates an Amendment to Agreement to provide professional services for civil engineering services, not to exceed Eighty Four Thousand and No/100 Dollars ($84,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Allgeier, Martin and Associates an Amendment to Agreement to provide professional services for civil engineering services, not to exceed Eighty Four Thousand and No/100 Dollars ($84,000.00)

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0604 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 16, 2013
Council Bill No. 2013-351

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

Attachments: 1) Bid Tabulations
2) Council Bill No. 2013-351

Operations Planning: Lynden Lawson	Date: 12/10/2013
Department Head: Nicholas A. Heatherly	Date: 12/10/2013
Finance Department: Leslie Haase	Date: 12-11-13
City Attorney: Brian Head	Date: 12-11-13
City Manager: Mark Rohr	Date: 12-11-13

Recommended Action: Approval of the purchase of two 5 Ton Dump Trucks and one 2 Ton Dump Truck for the Street Maintenance Division.

Background: Following the approval of the FY 2013-2014 Operating Budget it became time to look for replacement of existing dump trucks in the Street Maintenance Department.

Discussion: The decision was made to use the state bid to purchase two 5 ton dump trucks and one 2 ton dump truck, with the state bid presented by Viking-Cives Midwest Inc. In the amount of $165,357.00 for each 5 ton truck and a 2 ton dump truck in the amount of $136,044.00. The equipment as bid meets the specifications requested by the Public Works Department. There is no trade in for any piece of equipment. The cost for all three trucks would be $466,758.00.

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

COUNCIL BILL NO. 2013-351 ORDINANCE NO.

AN ORDINANCE approving the Purchase Order with Viking-Cives Midwest Inc., in the amount of Four Hundred Sixty Six Thousand Seven Hundred Fifty Eight and no/100 Dollars ($466,758.00), in the City of Joplin, Missouri; and containing and emergency clause.

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

Section 1. Approve the Purchase Order with Viking-Cives Midwest Inc., in the amount of Four Hundred Sixty Six Thousand Seven Hundred Fifty Eight and no/100 Dollars ($466,758.00) in the City of Joplin, Missouri.

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

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

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

_____, 2013, by a _____ vote.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Viking-Cives Midwest, Inc.

Cost Breakdown for City of Joplin Truck Packages:

Single Axle
International Truck and Engine List Price $105,128.00
City of Joplin Cost (includes $2050 for extended warranty) $ 70,522.00
Equipment package for truck (Dump body, hydraulics, plow mount) $45,220.00

Stainless Steel Material Spreader	$11,543.00
Snow Plow with Kuper Blades	$ 7,795.00
Dump Body Vibrator	$ 514.00
Delivery to City of Joplin	$ 450.00
Total City of Joplin Cost	$136,044.00

Tandem Axle
International Truck and Engine List Price $ 129,097.00
City of Joplin Cost (includes $2050 for extended warranty) $83,763.00
Equipment Package for truck (Dump body, hydraulics, plow mount) $49,163.00

Stainless Steel Material Spreader	$ 14,470.00
Wing Plow (Mid Mount)	$ 8,658.00
Snow Plow with Kuper Blades	$ 8,339.00
Dump Body Vibrator	$ 514.00
Delivery to City of Joplin	$ 450.00
Total City of Joplin Cost	$ 165,357.00
Total of (2) Tandem packages	$ 330,714.00

Total of (1) Single and (2) Tandem Packages $ 466,758.00

Daryl Hay

Viking-Cives Midwest
573-579-3019

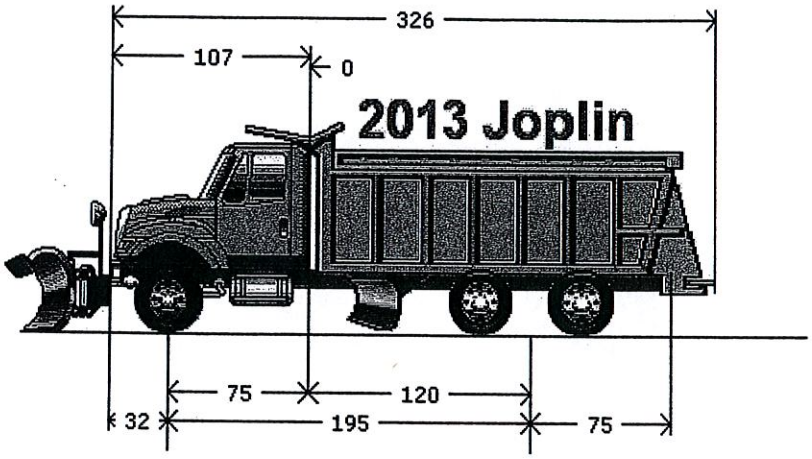
INTERNATIONAL®

November 22, 2013

Prepared For:
City of Joplin, MO.
Tim Nyander
602 S Main St.
Joplin, MO 64801-2316
(417)624 - 0820
Reference ID: J-2879-01

Presented By:
INT'L TRK & ENGINE CORP
Joe D Sontag
900 S HIGHWAY DR STE 103
FENTON MO 63026 -
(636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2015 7500 SFA 6X4 (SF537)

APPLICATION:	Front Plow and Underbelly Scraper with Spreader
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000 Calc. Start / Grade Ability: 18.20% / 2.26% @ 55 MPH Calc. Geared Speed: 78.2 MPH
DIMENSION:	Wheelbase: 195.00, CA: 120.00, Axle to Frame: 75.00
ENGINE, DIESEL:	{MaxxForce 10} EPA 10, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply
TIRE, REAR:	(8) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-54} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
PAINT:	Cab schematic 100GM Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Code	Description	List (US DOLLAR)
SF53700	Base Chassis, Model 7500 SFA 6X4 with 195.00 Wheelbase, 120.00 CA, and 75.00 Axle to Frame.	$101,575.00
1570	TOW HOOK, FRONT (2) Frame Mounted	$73.00
1572	TOW HOOK, REAR (2)	$75.00
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	$665.00
1LLK	BUMPER, FRONT Omit Item	($30.00)
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	$350.00
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)	$637.00
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	$2,088.00
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
3ACR	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 18,000-lb Capacity; Less Shock Absorbers	$79.00
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free	
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	$0.00
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4	
	Notes : Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.	
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	$0.00
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	$317.00
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	$0.00

Code	Description	List (US DOLLAR)
	Includes : DRAIN VALVE Mounted in Wet Tank	
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	$0.00
4EBT	AIR DRYER {Bendix AD-IP} With Heater	$526.00
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn	$13.00
4EVK	BRAKE CHAMBERS, REAR AXLE {Haldex LC3030LHD} 30/30 Spring Brake	$124.00
	Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb. : BRAKE CHAMBERS, SPRING (4) Rear Parking; WITH TRUCK BRAKES: All 6x4, 6x6; WITH TRACTOR BRAKES: 6x4 & 6x6 with Rear Tandem Axles 46,000-lb. or Greater or GVWR of 54,000-lb. or Greater	
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	$97.00
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	$125.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	$0.00
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	$0.00
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)	$0.00
5708	STEERING COLUMN Tilting	$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	$0.00
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power	$0.00
7BEJ	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	$738.00
	Includes : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish	
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	$133.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	$0.00
	Includes : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	

Code	Description	List (US DOLLAR)
	: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	$18.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	$0.00
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	$244.00
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	$47.00
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	$68.00
8THB	BACK-UP ALARM Electric, 102 dBA	$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	$158.00
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch	$79.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	$94.00
8WGB	SOLENOID, AIR for Customer Use; Provides (2) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position Notes : To Be Used as a Pilot Air and NOT as an Air Supply.	$182.00
8WJK	BATTERY BOX Steel, With Plastic Cover, 18" Long By 30" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Behind Fuel Tank	$264.00
8WLS	TURN SIGNALS, FRONT Dual Face, Amber/Red, Mounted on Top of Fender, Used With Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	$74.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	$70.00
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	$147.00

Code	Description	List (US DOLLAR)
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	$0.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	$48.00
	Notes : Feature included with CAB INTERIOR TRIM, Premium	
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	$99.00
9HBM	GRILLE Stationary, Chrome	$0.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	$131.00
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	$0.00
	Includes : PAINT SCHEMATIC ID LETTERS "GM"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	$0.00
11001	CLUTCH Omit Item (Clutch & Control)	$0.00
12712	OIL FILTER, ENGINE {Hudgins Model 960 Spinner}	$0.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	$353.00
12959	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt	$82.00
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12NUZ	ENGINE, DIESEL {MaxxForce 10} EPA 10, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed	$1,477.00
	Includes : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES	
12THZ	FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed	$0.00
	Includes : FAN Nylon	

Code	Description	List (US DOLLAR)
12UBB	RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1663 SqIn Core and 885 SqIn Charge Air Cooler and 470 SqIn Low Temperature Radiator Down Flow Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	$0.00
12UXE	FEDERAL EMISSIONS for 2010; MaxxForce 9 & 10 Engines	$0.00
12VBB	AIR CLEANER Dual Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	$18.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	$45.00
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	$0.00
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)	$650.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	$9,593.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil, for Allison or CEEMAT Transmission	$667.00
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	$0.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	$203.00
13WUA	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged	$129.00
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral	$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	$141.00
13WYL	SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	$0.00
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.29 Includes : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	$0.00

Code	Description	List (US DOLLAR)
14ULX	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-54} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers Includes : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	$71.00
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	$191.00
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	$478.00
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	$64.00
15SGG	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	$185.00
16030	CAB Conventional Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	$0.00
16HBA	GAUGE CLUSTER English With English Electronic Speedometer Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	$0.00
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	$0.00

Code	Description	List (US DOLLAR)
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	$508.00
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatically Controlled, Power Both Sides, Clearance Lights LED, Bright Finish Heads & Brackets	$676.00
16VCC	SEAT BELT All Orange; 1 to 3	$26.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	$39.00
16WBZ	ARM REST, LEFT, PASSENGER SEAT	$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	$823.00
	Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	$0.00
16WKY	HVAC FRESH AIR FILTER	$0.00
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	$25.00
16WRX	CAB INTERIOR TRIM Deluxe	$0.00
	Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	
16WSK	CAB REAR SUSPENSION Air Bag Type	$0.00
27DPL	WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With .500" Thick Disc, Non-Standard Offset and Steel Hubs	$332.00
	Includes : PAINT IDENTITY, FRONT WHEELS White	
	Notes : Aluminum Wheels not Painted or Coated : Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5	
28DRN	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	$622.00

Code	Description	List (US DOLLAR)
	Includes : PAINT IDENTITY, REAR WHEELS White	
	Notes : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5	
29PAR	PAINT IDENTITY, FRONT WHEELS {Accuride} Disc Front Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	$24.00
29PAS	PAINT IDENTITY, REAR WHEELS {Accuride} Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	$90.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	$10.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	$47.00
7372135423	(8) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	$928.00
7792545416	(2) TIRE, FRONT 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply	$918.00
	Total of Product Features	**$129,097.00**
	Cab schematic 100GM	
	Location 1: 4421, School Bus Yellow (Std)	
	Chassis schematic N/A	
	Total List Price Including Options:	**$129,097.00**
1	Viking-Cives Quote Number 40508	$81,594.00
	Total Body Allied:	**$81,594.00**

Financial Summary
2015 7500 SFA 6X4 (SF537)

(US DOLLAR)

Description		Price
Net Sales Price:		$165,357.00
Memo Item(s):		
Total Federal Excise Tax	$0.00	
Total Taxes:	$0.00	
Warranty:	$2,050.00	
Body/Allied Equipment:	$81,594.00	

Note: Memo item(s) shown here are included in the above Net Sales Price.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

_____
Official Title and Date

_____
Authorized Signature

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
Authorized Signature and Date

_____
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

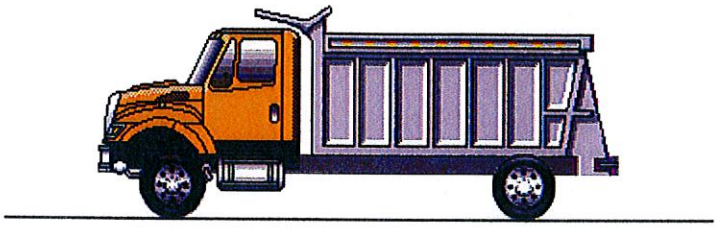
INTERNATIONAL®

November 22, 2013

Prepared For:
City of Joplin, MO. Flat Bed etc.
Tim Nyander
602 S Main St.
Joplin, MO 64801-2316
(417)624 - 0820
Reference ID: J-3627-01

Presented By:
INT'L TRK & ENGINE CORP
Joe D Sontag
900 S HIGHWAY DR STE 103
FENTON MO 63026 -
(636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



2013 City of Joplin

Model Profile
2015 7300 SBA 4X2 (SA615)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 41.80% / 2.20% @ 55 MPH Calc. Geared Speed: 73.5 MPH
DIMENSION:	Wheelbase: 187.00, CA: 119.90, Axle to Frame: 51.00
ENGINE, DIESEL:	{MaxxForce DT} EPA 10, 245 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply
TIRE, REAR:	(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity
PAINT:	Cab schematic 100GN Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Code	Description	List (US DOLLAR)
SA61500	Base Chassis, Model 7300 SBA 4X2 with 187.00 Wheelbase, 119.90 CA, and 51.00 Axle to Frame.	$78,211.00
1570	TOW HOOK, FRONT (2) Frame Mounted	$73.00
1572	TOW HOOK, REAR (2)	$75.00
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	$983.00
1LLK	BUMPER, FRONT Omit Item	($30.00)
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	$350.00
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	$973.00
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
3770	SPRINGS, FRONT AUXILIARY Rubber	$104.00
3ADD	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers	$379.00
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free	
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	$0.00
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4	
	Notes : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.	
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	$317.00
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	$0.00
	Includes : DRAIN VALVE Mounted in Wet Tank	

Code	Description	List (US DOLLAR)
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	$0.00
4EBT	AIR DRYER {Bendix AD-IP} With Heater	$526.00
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	$0.00
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	$0.00
	Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.	
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	$265.00
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	$97.00
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	$97.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	$0.00
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	$0.00
5AAA	STEERING COLUMN Stationary	$0.00
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	$0.00
5PSA	STEERING GEAR {Sheppard M-100} Power	$0.00
7BEJ	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	$738.00
	Includes : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish	
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	$64.00
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	$42.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	$0.00
	Includes : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type	

Code	Description	List (US DOLLAR)
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	$18.00
8540	HORN, ELECTRIC (2)	$20.00
8GGG	ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt 165 Amp. Capacity, Pad Mount, with Remote Voltage Sensor	$678.00
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	$244.00
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	$103.00
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	$158.00
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch	$79.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	$94.00
8WGB	SOLENOID, AIR for Customer Use; Provides (2) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position Notes : To Be Used as a Pilot Air and NOT as an Air Supply.	$182.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	$26.00
8WLS	TURN SIGNALS, FRONT Dual Face, Amber/Red, Mounted on Top of Fender, Used With Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	$74.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	$70.00

Code	Description	List (US DOLLAR)
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	$147.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	$22.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	$0.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	$48.00
	Notes : Feature included with CAB INTERIOR TRIM, Premium	
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	$0.00
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	$42.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	$99.00
9HBM	GRILLE Stationary, Chrome	$0.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	$131.00
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	$0.00
	Includes : PAINT SCHEMATIC ID LETTERS "GN"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	$0.00
11001	CLUTCH Omit Item (Clutch & Control)	$0.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	$353.00
12959	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt	$82.00
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12NUN	ENGINE, DIESEL {MaxxForce DT} EPA 10, 245 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed	$1,491.00
	Includes : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type	

Code	Description	List (US DOLLAR)
	: WET TYPE CYLINDER SLEEVES	
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	$274.00
	Includes : FAN Nylon	
12UAR	RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and 342 SqIn Low Temperature Radiator and With Transmission Oil Cooler	$310.00
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12UXG	FEDERAL EMISSIONS for 2010; MaxxForce DT Engines	$0.00
12VBG	AIR CLEANER Dual Element, With Integral Pre Cleaner	$34.00
	Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	$45.00
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	$0.00
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)	$650.00
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	$8,795.00
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	$0.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	$203.00
13WUA	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged	$129.00
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral	$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	$141.00
13WYL	SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	$0.00
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends . Gear Ratio: 6.14	$1,236.00
	Includes : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle	
	Notes	

Code	Description	List (US DOLLAR)
	: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance	
14SAN	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity	$87.00
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity	$120.00
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	$64.00
15SGG	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	$185.00
16030	CAB Conventional	$0.00
	Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	$0.00
	Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	$116.00
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	

Code	Description	List (US DOLLAR)
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	$508.00
16SDS	MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Clearance Lights LED, Bright Heads and Brackets	$422.00
16VCC	SEAT BELT All Orange; 1 to 3	$26.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	$39.00
16WBZ	ARM REST, LEFT, PASSENGER SEAT	$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	$823.00
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	$0.00
16WKY	HVAC FRESH AIR FILTER	$0.00
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	$25.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	$76.00
16WRX	CAB INTERIOR TRIM Deluxe Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	$0.00
16WSK	CAB REAR SUSPENSION Air Bag Type	$0.00
27DPL	WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With .500" Thick Disc, Non-Standard Offset and Steel Hubs Includes : PAINT IDENTITY, FRONT WHEELS White Notes : Aluminum Wheels not Painted or Coated : Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5	$332.00

Code	Description	List (US DOLLAR)
28DRN	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs Includes : PAINT IDENTITY, REAR WHEELS White Notes : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5	$311.00
29PAR	PAINT IDENTITY, FRONT WHEELS {Accuride} Disc Front Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	$24.00
29PAS	PAINT IDENTITY, REAR WHEELS {Accuride} Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	$48.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	$10.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	$24.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	$575.00
7372135423	(4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	$464.00
7792545416	(2) TIRE, FRONT 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply	$918.00
	Total of Product Features	**$105,128.00**
	Cab schematic 100GN Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A	
	Total List Price Including Options:	**$105,128.00**
1	Viking-Cives Sales order or Quote #40509	$65,522.00
	Total Body Allied:	**$65,522.00**

Financial Summary
2015 7300 SBA 4X2 (SA615)

November 22, 2013

(US DOLLAR)

Description		Price
Net Sales Price:		$136,044.00
Memo Item(s):		
Total Federal Excise Tax	$0.00	
Total Taxes:	$0.00	
Warranty:	$2,050.00	
Body/Allied Equipment:	$65,522.00	

Note: Memo item(s) shown here are included in the above Net Sales Price.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

_____
Official Title and Date

_____
Authorized Signature

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
Authorized Signature and Date

_____
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

COUNCIL BILL NO. 2013-351 ORDINANCE NO.

AN ORDINANCE approving the Purchase Order with Viking-Cives Midwest Inc., in the amount of Four Hundred Sixty Six Thousand Seven Hundred Fifty Eight and no/100 Dollars ($466,758.00), in the City of Joplin, Missouri; and containing and emergency clause.

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

Section 1. Approve the Purchase Order with Viking-Cives Midwest Inc., in the amount of Four Hundred Sixty Six Thousand Seven Hundred Fifty Eight and no/100 Dollars ($466,758.00) in the City of Joplin, Missouri.

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

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

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Viking-Cives Midwest, Inc.
22956 Highway 61
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3540
www.vikingcivesmidwest.com

QUOTATION

Quote ID: 40509

Customer: International Truck & Engine Corp
Contact: Joe
Address: 900 South Hwy Drive
Suite 103
Fenton MO 63026

Phone: 636-343-6800
Fax: 636-349-0335

Quote Number: 40509
Quote Date: 11/5/2013
Quote valid until: 12/20/2013
F.O.B.:
Lead time:
Salesperson: Daryl Hay

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	MO35BASEPKG	MoDOT Heavy Duty Truck package for 35,000 GVW Per Bid Request 3-070830 includes: Truck provided back up alarm, 7 pole ABS light plug, and air lines to the rear, Diamond logic with chassis provide RPM Viking-Cives 10' Western Style dump body without cross members 24" sides with formed side brace 24" air operated double acting tail gate with manual override, and "D ring lifting loop 10 gauge Corten sides and front 3/16" Corten floor, tailgate, top rail, and rear corner posts 10" x 1/4" formed trapezoidal long sills Corten steel construction. Four side mounted (welded) ratchets for securing spreader 87.5" x 18" weld on cab shield constructed from 10 gauge Corten steel Aero 550 load cover with Pioneer air actuated tension hoop, rear nylon tie downs, 14' asphalt tarp with single bungee tie down rope on each side of the tarp Whelen LED MoDOT safety lighting system with brush guard, "T" mounting brackets on cab shield and rear light boxes recessed in the rear corner post LED body light system with (1) model 45 series light recessed in the corner post and (1) 45 series back up light under rear apron and marker lights in the rear post and corner of the cab shield, and wiring harness Two 2-rung pull-out ladders with aligning grab handles (one on each side of each step) Epoxy primer and MoDOT Yellow paint (IH4421), conspicuity striping per MoDOT pattern Mailhot CS-90-4.5-3 DA cylinder with nitrited sleeves with external mount Dump body hinge with formed pivot blocks Combination hoist, reservoir, and valve enclosure mounting cradle Swing down dual body props Body raised indicator light in cab Certified Power Freedom ACS Control hydraulic system includes: Crankshaft driven 90series Sauer Danfoss load sense pump Low oil and overheated oil shutdown with over-ride Computer spreader and liquid control with ground speed orientation	$43,955.00	**$43,955.00**

Viking-Cives Midwest, Inc.
22956 Highway 61
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3540
www.vikingcivesmidwest.com

QUOTATION

Quote ID: 40509

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		Multiple "joystick" console with heads-up display of operator's functions CAN Bus wire system, and on board diagnostics All valves electronically proportional and in weatherproof enclosure Valves for DA dump hoist, SA plow lift with float and DA plow reverse One piece manifold valve for conveyor, spinner, pre-wet and anti-ice Hydraulic powered Pre-wet pump with flow meter feedback, less tanks 40-gallon oil reservoir mounted upright between cab and body on the passenger side Valve enclosure mounted upright between cab and body on the driver's side Hydraulic lines and cushion valve to front bumper on driver's side for plow lift and angle. High pressure disconnect for the plow reverse circuit Hydraulic lines to street side rear rub rail for salt spreader with bulkhead mount, 1" return line, 3/4" conveyor line and 1/2" spinner line, all lines routed through rear bulkhead with 90 degree swivel fittings. Auxiliary hydraulic lines to the curbside rear rub rail , (3) 3/8" lines " with bulkhead mount. Lines are plumbed with a tee to the plow lift and plow reverse circuits Vehicle portion of Aero Quip 45 series compatible quick disconnects with dust covers on all hose ends Accessories: MoDOT designed front bumper with 2 1/2" SA lift cylinder for snow plow, bolted to truck frame with grade 8 fine thread bolts Truck Lite 645WK plow lights attached to aluminum fender brackets Buyers weatherproof 24" underbody tool box mounted on curb side Front and rear mud flaps with clamp style attachment on the rear flaps Premier 100NS 45-ton pintle hitch with 3/4" weld on plate, and B50 "D" rings Truck provided 7 pole light plug and air lines to the rear. Glad hands provided and shipped loose in cab Truck provided backup alarm Rear mount work light for spreader operation All equipment installed and fully operational with all parts to make a complete Heavy Duty Truck		
1	NPN DH126	Joplin Truck Package Single Axle In lieu of Mo-Dot Package: Viking 14' HT1723 17" sides 44"air tailgate 10 guage Corten sides. 3/16" Hardox floor and tailgate Rugby LR2355 underbody hoist package with body prop	$1,265.00	**$1,265.00**

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QUOTATION

Quote ID: 40509

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		Pull down ladders with grabhandles Flink quick link style plow hitch cheekplate mounted to frame extensions with bolt on channel bumper ends. VCM emergency lighting system with 45 series amber flashers in 45 degree corners of cab shield and rear corner post area. Body lights are LED. Plow Lights Hood Mounted Spreader Light Electronic Brake Control Certfied Power Hydraulic system with ACS spreader controls and in cab console with joysticks. Side mount valve enclosure/tank combination. Frame mounted hydraulic prewet pump with primer tank. Hoist, plow,and spreader functions are electric. Pintle plate with 2" receiver tube,6 and 7 pole plug 24" toolbox frame mounted on passenger side. Side mount winches and tailagte lockbar for speader holdown. Frame extensions for speader. Painted black with conspicuity striping.		
1	MO35OPT13	10' Skid mount material spreader	$11,543.00	**$11,543.00**
1	S7200	MW power reverse push frame assembly with 3" x 9 1/4" DA reverse cylinders, standard hose kit with quick disconnect - no swivel	$6,325.00	**$6,325.00**
1	S7205	One pair of standard MW compression arms (21101614)	*TBD	**$0.00**
1	S7321	Flink quick link swivel with bolt.	*TBD	**$0.00**
1	S7344	MW two chain lift	*TBD	**$0.00**
1	S7350	12" Rubber deflector installed on a 10' plow.	*TBD	**$0.00**
1	S7355	36" Plow markers (orange plastic).	*TBD	**$0.00**
1	S7356	Parking jack	*TBD	**$0.00**
1	S7425	10' MW moldboard with bolt on cutting edge angle, 10 gauge Corten moldboard	*TBD	**$0.00**
1	S7295	Kuper GK5 rubber cutting edge with ceramic wear inserts for 10' plow w/ hardware	$1,470.00	**$1,470.00**
1	MO58OPT13	Dump body vibrator	$514.00	**$514.00**
1	NPN	Freight to deliver Joplin truck.	$450.00	**$450.00**

Quote Total:	**$65,522.00**
Discount:	**$0.00**
Total Due:	**$65,522.00**

*Some prices are To Be Determined

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Viking-Cives Midwest, Inc.
22956 Highway 61
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3540
www.vikingcivesmidwest.com

QUOTATION

Quote ID: 40508

Customer: International Truck & Engine Corp
Contact: Joe
Address: 900 South Hwy Drive
Suite 103
Fenton MO 63026

Phone: 636-343-6800
Fax: 636-349-0335

Quote Number: 40508
Quote Date: 11/5/2013
Quote valid until: 12/20/2013
F.O.B.:
Lead time:
Salesperson: Daryl Hay

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
2	MO58BASEPKG	MoDOT Extra Heavy Duty Truck package for 58,000 GVW Truck Per Bid Request 3-070830 includes; Truck provided back up alarm, 7 pole ABS light plug, and air lines to the rear, Diamond logic with chassis provide RPM Viking-Cives 15' Western Style dump body without cross members. All equipment installed and fully operational with all parts to make a complete Extra Heavy Duty Truck	$48,988.00	**$97,976.00**
2	NPN DH125	Joplin Truck Package Tandem axle Viking 16' HT3644 36" sides 44" tailgate 3/16" Corten sides. 3/16" Hardox floor and tailgate Mailhot CS150 hoist package DA with dual body props Pull down ladders with grabhandles. Walkrails Bolt on Asphalt lip. Flink quick link style plow hitch cheekplate mounted to frame extensions with bolt on channel bumper ends. VCM emergency lighting system with 45 series amber flashers in 45 degree corners of cab shield and rear corner post. Body lights are LED. Plow Lights Hood Mounted Spreader Light Certfied Power Hydraulic system with ACS spreader controls and in cab console with joysticks. Side mount valve enclosure/tank combination. Frame mounted hydraulic prewet pump with primer tank. Hoist, plow,wing and spreader functions are electric. Aero Electric arm tarp with spring loaded tension hoop. Pintle plate with Saf-Tite 45 ton pintle hook, 7 pole plug and gladhand connections. 24" toolbox frame mounted on passenger side. Side mount winches and tailagte lockbar for speader holdown. Painted black with conspicuity striping.	$175.00	**$350.00**
2	MO58OPT11B	MoDOT OPTION 11B -16' skid mounted SS spreader with screens and liquid tanks	$14,470.00	**$28,940.00**
2	MO58OPT 9A	MoDOT option 9A for tandem axle truck for a fully hydraulic mid-mount patrol wing mounted on the right hand side of the truck	$8,658.00	**$17,316.00**

Viking-Cives Midwest, Inc.
22956 Highway 61
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Phone: 573-262-3545
Fax: 573-262-3540
www.vikingcivesmidwest.com

QUOTATION

Quote ID: 40508

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		between the cab and the rear axle(s). Price includes installation with proportional electronic valves and a single joystick controller.		
2	S7200	MW power reverse push frame assembly with 3" x 9 1/4" DA reverse cylinders, standard hose kit with quick disconnect - no swivel	$6,575.00	**$13,150.00**
1	S7205	One pair of standard MW compression arms (21101614)	*TBD	**$0.00**
1	S7321	Flink quick link swivel with bolt.	*TBD	**$0.00**
1	S7344	MW two chain lift	*TBD	**$0.00**
1	S7352	12" Rubber deflector installed on a 12' plow.	*TBD	**$0.00**
1	S7355	36" Plow markers (orange plastic).	*TBD	**$0.00**
1	S7356	Parking jack	*TBD	**$0.00**
1	S7428	12' MW moldboard with bolt on cutting edge angle, 10 gauge Corten Moldboard with clipped top corners	*TBD	**$0.00**
2	S7297	Kuper GK5 rubber cutting edge with ceramic wear inserts for 12' plow w/ hardware	$1,764.00	**$3,528.00**
2	MO58OPT13	Dump body vibrator	$514.00	**$1,028.00**
2	NPN	Freight to deliver trucks to City of Joplin	$450.00	**$900.00**

Quote Total:	**$163,188.00**
Discount:	**$0.00**
Total Due:	**$163,188.00**

*Some prices are To Be Determined

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- **Labor and installation is included in all pricing.**
- Quoted price does not include any applicable taxes.
- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

Viking-Cives Midwest, Inc.
22956 Highway 61
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3540
www.vikingcivesmidwest.com

QUOTATION

Quote ID: 40509

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- **Labor and installation is included in all pricing.**
- Quoted price does not include any applicable taxes.
- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 16, 2013
Council Bill No. 2013-354

Item: Professional GIS Mapping Services Contract Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Contract Agreement
2) Council Bill No. 2013-354

Engineering: Dan Johnson DJ Date: 12-5-13
Department Head: Nicholas A. Heatherly NAH Date: 12/5/13
Finance Department: Leslie Haase LH Date: 12-10-13
City Attorney: Brian Head Date: 12-10-13
City Manager: Mark Rohr Date: 12-10-13

Recommended Action: Approval of Professional GIS Mapping Services Contract Agreement with MIDLAND GIS SOLUTIONS, LLC. in the amount of $290,145.00 for GIS Mapping Services.

Background: The City's sanitary sewer collection system was added to the Geographical Information System in 2002, but only with limited information available. City staff has recognized the need for updating the existing map database with corrected information and additional information needed for managing the system. Information gathered and added to the existing map database includes manhole condition, type, depth, and the number of pipes in and out. The information will be used to create rehabilitation projects targeted at the portions of the collection system most in need of repair. This project is paid for from the Sanitary Sewer Fund as part of the $1.5 Million Sewer Rehabilitation project account.

Discussion: A request for qualifications was sent to consultants in August of this year. Staff reviewed qualifications from two consultants. MIDLAND GIS SOLUTIONS, LLC. was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with MIDLAND GIS SOLUTIONS, LLC. not to exceed the amount of $290,145.00 for GIS Mapping Services..

CONTRACT AGREEMENT

AND

SCOPE OF SERVICES

FOR

PROFESSIONAL GIS MAPPING SERVICES

FOR

THE CITY OF JOPLIN, MISSOURI

BY

MIDLAND GIS SOLUTIONS, LLC.

Submittal Date:
October 2, 2013

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CONTRACT AGREEMENT

This agreement made and entered this _____ day of _____, **2013**, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY" and Midland GIS Solutions, LLC. whose principal place of business is located at 501 North Market, Maryville, Missouri, hereinafter referred to as the "COMPANY"

WITNESSETH

WHEREAS, the Company shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for Joplin, Missouri, and;

WHEREAS, the Company has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the City desires to utilize the GIS services of the Company;

NOW HEREWITH, the Company agrees to execute this program and provide the services as outlined in the attached specifications, herein made a part of this agreement.

PURPOSE AND INTENT

This agreement covers the data collection, creation and construction of a utility GIS program for Joplin, Missouri, including the development of all utility features in accordance with the attached Scope of Services for a GIS Implementation Program.

SECTION ONE

GENERAL PROVISIONS

1.1 Whenever the term "City" is used, it shall mean the City of Joplin, Missouri.

1.2 Whenever the terms "Company", "MGIS", or "Midland GIS Solutions" are used, it shall mean Midland GIS Solutions, LLC.

1.3 Whenever the term "GIS" is used, it shall mean Geographic Information System.

1.4 This contract between Joplin, Missouri and Midland GIS Solutions shall be deemed a Missouri contract and shall be governed by the Laws of the State of Missouri. It is specifically understood by the parties that this contract is not a contract with the State of Missouri. The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

1.5 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the City.

1.6 This document and all attachments and addendum herein referred to shall constitute the full and complete contract between the parties except as amended according to Section 11 of this agreement.

1.7 This contract will become effective after both parties execute it after the City authorizes the contract to be accepted.

1.8 The Company agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Company's business or operations resulting from any act or omission of the Company's agents, servants or employees.

1.9 The Company shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the Company is contacted by any federal, state, county, or city agency, or any private agency, regarding any aspect of this contract, the Company shall promptly contact the City and shall not respond to the agency without being expressly authorized by the City to do so.

SECTION TWO

ADDITIONAL PROVISIONS

2.1 The employees to be trained shall be designated by the City Civil Engineer. The training provided by the Company shall be sufficient to familiarize the employees of the City to operate and work within the project.

2.2 The Company shall provide at its expense, and subject to the approval of the City Civil Engineer, who shall have full editing authority, news media reports to broaden the understanding of the GIS Implementation program to the general public.

2.3 The Company shall, at the request of the City, prepare and present to the City Civil Engineer, a progress report for each phase of the project.

SECTION THREE

STARTING AND COMPLETION DATES

3.1 The project as identified within the attached Scope of Services shall commence once a project schedule is approved by the City.

3.2 Final delivery of all approved items as identified in the Scope of Services shall be made to the City of Joplin, Missouri by Midland GIS Solutions within eight (8) months from the commencement date defined in the project schedule.

3.3 No extension time shall be granted to the Company unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the City and must be based on one or more of the following:

3.3.1 Acts of nature that directly affects the Company's ability to perform.

3.3.2 Acts of government agencies that may affect the Company's performance.

3.3.3 Circumstances beyond the control of the Company and not due to any negligence on the part of the Company or its employees (fire, floods, emergencies, or delays brought about by others, etc.)

SECTION FOUR

GIS IMPLEMENTATION FEE

4.1 For the performance of the agreement by the Company, the City shall pay the Company the sum of $290,145.00 ($39.23 per manhole).

4.2 The GIS implementation fee is based upon the feature count provided to Midland GIS by the City (Sanitary Sewer Manholes – 7,396). Any sanitary sewer manholes that are located or inspected beyond the number of features provided to Midland GIS will be charged as follows:

- RTK GPS Collection & Inspection - $50/per manhole.
- RTK GPS Collection - $25/per manhole.

4.3 The City reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of the project. In this event, a supplement to this agreement shall be executed and submitted for the approval of the City prior to performing the additional or changed work or incurring any additional costs therefore. Any change in compensation shall be covered in the supplement agreement. The Company shall not be compensated for work the City does not require that is performed without the prior written approval of the City.

SECTION FIVE

METHOD OF PAYMENT

5.1 The project will be invoiced as follows:

Invoices will be submitted to the City on a monthly basis throughout the duration of the project based on the number of manholes inspected.

As requested by the City of Joplin, Midland GIS will invoice for work performed in the Joplin tornado area or "FISH" area separately. This exact boundary was provided to Midland GIS by the City of Joplin.

The City shall remit payment on invoices submitted by the Company within 30 calendar days.

SECTION SIX

TERMINATION OF CONTRACT

6.1 If, for any reason, the Company shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the Company shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Company, or an order is entered adjudicating the Company bankrupt or

insolvent, or a trustee, receiver or custodian is appointed for the Company, or an assignment for the benefit of creditors of the Company is made, the City shall thereupon have the right to terminate this agreement on ten (10) days written notice by the City Civil Engineer.

SECTION SEVEN

OFFICE SPACE/HARDWARE AND SOFTWARE

7.1 The Company shall provide the City with a minimum of ten (10) days notice of the need for said office space, hardware and software necessary to install a GIS program for the City. Additional time shall be allowed if the City is unable to provide said hardware or software due to shipping constraints. The parties shall agree on the hardware and software the City shall provide.

SECTION EIGHT

PERSONNEL

8.1 The Company shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned to them.

8.2 Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.

8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the Company. It is understood and agreed that the City may require the Company to remove from the project any person the City considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.

8.4 The Company assigns Kirk Larson, Vice President as the project manager for this project. The project manager will administer and schedule the installation of the GIS for the City and confirm that the utility GIS mapping system is operational.

SECTION NINE

OWNERSHIP OF MATERIAL

9.1 Ownership of all materials involved herein shall belong to the City of Joplin.

9.2 No copyright of any nature shall be granted to the Company by the City relative to any material or product resulting from this agreement and GIS Implementation program.

SECTION TEN

PROSECUTION OF WORK

10.1 The Company shall commence the work to be performed under this contract after acceptance by the City and a project schedule is agreed upon by the City.

10.2 The Company shall carry on the GIS Implementation program without interruption and shall make available to the City all work that has been completed and approved by the City to be used by the City during and at the completion of this contract agreement.

SECTION ELEVEN

CONTRACT AMENDMENTS OR ADDITIONS

11.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the City and the principal or principals of the Company under contract.

11.2 Troy Hayes, President, Matt Sorensen, VP and Kirk Larson, VP are the appointed individuals with the Company that have the authority to make amendments or additions to the contract.

11.3 The City Civil Engineer will oversee and accept the completed work by the Company for the City as work proceeds under this contract.

Scope of Services

The following explanation outlines the products and services Midland GIS Solutions will provide to the City of Joplin.

Kick-Off Meeting

Midland GIS Solutions will provide a half (1/2) day Kick-off Meeting and Geodatabase Design Workshop for the City of Joplin. The Kick-off meeting is essential to developing open communication with the client and will help establish Midland GIS Solutions' guidelines and procedures for coordinating with City staff. The following important topics in this section will also be discussed and/or determined at the Kick-off meeting.

Collect Existing Data

Midland GIS Solutions will acquire copies of available, relevant GIS data, AutoCAD drawings, hard copy utility maps, as-built information, and historical utility drawings from the City of Joplin for use as reference during the project.

Safety and Procedures

Midland GIS will review safety and field procedures with City staff during the Kick-off meeting to ensure the safety of not only our staff, but the citizens of the City of Joplin. Midland GIS follows a strict safety and procedures manual and also requires all field staff to attended OSHA safety classes to obtain confined space certification. All Midland GIS employees are required to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, Midland GIS will operate during non-peak hours to obtain field locates and inspections. If Midland GIS staff has concerns about their safety, the appropriate City staff or law enforcement will be contacted.

Project Timeline and Milestones

Midland GIS will review and discuss the anticipated project timeline and milestones with City staff. Any modifications to the project schedule at the request of the City will be discussed during the Kick-off Meeting.

Work Sector Definition

Midland GIS will work with the City of Joplin to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by Midland GIS field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on the next sector. This allows for a very efficient method of data collection and translates into cost saving and quality for the City of Joplin. The second aspect of the work sectors is to allow City staff an easy method to track progress and know exactly what part of the City Midland GIS field staff is in. It also allows for pre-planning during morning meetings for traffic control and City staff assistance. The work sectors will be the basis for weekly project reports to the City.

Public Notification

Midland GIS will work with City staff to ensure proper citizen notification. It has been our experience on similar large scale projects to inform the citizens as best as possible to avoid any unforeseen issues. Notifications at City Hall and utility billing offices, and the local newspaper or public access channel (if available) is highly recommended. Midland GIS field staff will carry an informational letter on City letterhead describing the project and the proper contact information at the City. It is also recommended that local law enforcement is notified about the project and that field staff will be working in town.

GEODATABASE DESIGN

Midland GIS will work with city staff to design a utility geodatabase model to meet the city's current and future utility management needs, as well as identify and define the logical structure for the geodatabase model.

"A geodatabase can be defined as the centralized environment for storing and managing spatial data and is the core component of developing a GIS program."

The overall design of the City's geodatabase will take into consideration the best model and structure for the City's needs and will also be based on Midland's previous models, the published Esri utility model and future GIS needs, as identified by the City. Developing an accurate and functional geodatabase will allow the City of Joplin to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate database of spatial data
- Define relationship classes and topological enforcement rules
- Work in an environment that supports multi-user access and editing

Midland's upfront design process enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by pre-defining the attribute tables that are used in the field and also keeps the data collection process consistent.

DIGITAL AERIAL PHOTOGRAPHY INTEGRATION

Midland GIS Solutions will integrate digital aerial photography (provided by the City of Joplin) into the GIS program. The raster datasets created will be viewed as a continuous, seamless image across the entire City.

After the datasets are created, the aerial photography will be adjusted for color and contrast to meet specifications set by City of Joplin. Midland GIS Solutions will provide Quality Assurance and Quality Control (QA/QC) on the provided aerial photography. This process will involve 'heads-up" on-screen visual inspection of the photography by trained GIS Specialists. Midland GIS Solutions will immediately notify the City if any visual banding, warping, gaps, or distortions are discovered.

Unless otherwise requested by the City, Midland GIS Solutions will not be performing any additional field ground control checks in relation to the spatial accuracy of the aerial photography.

INCORPORATE COUNTY GIS DATA LAYERS

Upon request and availability, Midland GIS Solutions will incorporate cadastral map data layers from Jasper & Newton County into the City's GIS program. The City of Joplin is responsible for any cost associated with acquiring the County GIS data.

SANITARY SEWER FIELD ATTRIBUTE COLLECTION

Midland GIS will perform top-side manhole field inspections to collect manhole attribute data during this phase of the project. Any manholes that require further assistance in opening or gather attribute data will be noted and Midland GIS will work with Joplin staff to gain access to the identified manholes.

Midland proposes to obtain invert elevations for all incoming and outgoing mainlines, manhole depth and pipe size utilizing traditional survey measurement methods. This information will be collected by measuring down from the north rim location where the GPS elevation was acquired. Flow direction will be noted during the field inspection process. If during the inspection process Midland GIS discovers any manholes that need immediate attention (back-ups, cave-ins, major obstructions and overflows), the appropriate staff at the City will be immediately contacted.

All field data will be predefined during the Geodatabase design to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS data collector to allow for quick and easy identification and navigation of the manholes. All data will be downloaded nightly and transferred via the internet to the Maryville office and inserted in to the project geodatabase. All data will be backed up nightly.

The sanitary sewer features to be collected will be defined in preliminary meetings with the City of Joplin. Manholes will be opened, inspected and attribute data will be collected.

TYPICAL FEATURES TO BE COLLECTED, BUT NOT LIMITED TO:

- Northing, Easting
- Rim elevation
- Manhole depth
- Invert elevation
- Manhole material
- Manhole type
- Pipe type
- Pipe size
- Location
- Grade
- Lined Y/N
- Access type
- Buried (Y/N)
- Depth buried
- Pipe material
- Condition rating
- Evidence of infiltration
- Drop type
- Drop depth

GIS FEATURE CREATION

Midland GIS Solutions will develop an Esri ArcGIS geodatabase file for the utility network data layer. Unique feature class data layers will be created for the layers that are defined during the Geodatabase Design Workshop portion of the project.

GPS field data will be incorporated into the GIS program and relevant symbolization will be assigned within the GIS mapping program for the utility network features. Midland GIS will work with City staff to finalize symbolization and color schemes for symbols.

The City of Joplin's existing hard copy, GIS and AutoCAD map information and will be utilized to define the approximate location of the utility line segments within the project limits. The utility line segments will be digitized in the GIS by connecting the segments to the GPS field located utility features. (It is the responsibility of the City to provide Midland GIS with scanned copies of the existing map information). Sanitary sewer line segments will be created individually utilizing custom ArcGIS tools developed by Midland's team of computer programmers. Attributes such as slope percentage and slope distance will be calculated. Quality control checks have been built into these tools to check for potential errors such as negative slope, differences in pipe diameter and material, and to ensure that all features are connected without undershoots or dangles. Lines will be drawn to represent the correct flow direction, eliminating data cleanup for future sanitary sewer modeling undertaken by the City. Midland GIS prides itself in delivering a complete and clean geodatabase comprised of model-ready data layers.

Midland GIS Solutions will develop the initial GIS database for the utility network. Database fields will be setup in the GIS program to allow Midland GIS staff to enter information for specific data features in the GIS. Midland GIS Solutions will deliver the Esri geodatabase to the City of Joplin, containing the final sanitary sewer utility network and related information as specified by the City.
SANITARY SEWER ATTRIBUTES TO BE POPULATED IN OFFICE:

- Slope %
- Slope Distance
- Upstream Feature ID
- Downstream Feature ID
- Pipe Diameter
- Pipe Material
- Upstream Invert Elevation
- Downstream Invert Elevation

QUALITY CONTROL

Quality Control and Cost Control issues involved with this project are of paramount importance to Midland GIS Solutions and to the overall integrity of the proposed project. These issues range from GPS accuracy, data development precision and successful database integration, which potentially affects every aspect of the project. Through the combined efforts of our project team, an emphasis on quality control will remain at the highest level of importance during the development and implementation of the City's sanitary sewer GIS program.

Our efforts to ensure the highest quality products and services to the City of Joplin, MO include:

- Custom QA/QC sanitary sewer ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard copy checks against field notes and as-built drawings
- Printed check plots for review by City staff
- Assurance that end product shows complete connectivity

PROJECT STATUS REPORTS & GIS PROJECT WEBSITE

Midland GIS Solutions will issue a "Project Status Map" to the City on a bi-weekly basis illustrating the progress accomplished. These maps are also kept on file by the GIS Project Manager for project progress reference. Midland GIS will also set up a GIS website for the City of Joplin that will reflect the weekly progress of the field staff. This project website is also referred to in the Project Management section of this qualifications statement on page 7.

INSTALLATION, TRAINING, AND SUPPORT

Midland GIS Solutions is qualified to provide GPS/GIS hardware and software training and will provide on-site GIS project and software installation for the completed GIS data on City of Joplin's GIS workstations. Midland will also supply City personnel with GIS program training and technical support in regards to the operation and maintenance of the City's GIS mapping program following product installation.

Midland GIS Solutions will initially provide four (4) hours of on-site training and technical support to the City of Joplin in regards to the operation and maintenance of the City's GIS program. This training is commonly provided during the middle of the project to allow City staff adequate of time to become familiar with the GIS program.

At the completion of the GIS data development, Midland GIS Solutions will provide sixteen (16) hours of on-site training. Midland GIS Solutions will also provide four (4) hours of follow-up training as arranged with the City.

Midland GIS Solutions will provide technical support to the City of Joplin during project implementation, and for six (6) months after GIS program installation. Midland GIS Solutions will remain available after this time to assist the City with future GIS applications as requested. Midland GIS Solutions will be available at no additional cost to provide e-mail and (toll free) telephone support to the City after the six (6) months technical support duration has expired. Midland GIS Solutions will also set up remote access software on the City of Joplin's GIS workstation to assist with any technical support issues.

Fee Schedule

Sanitary Sewer Network.....$290,145.00 ($39.23 per manhole)

Tornado Path Area.....$66,063.00 (1,684 manholes)
Remainder of Joplin Sewer.....$224,081.00 (5,712 manholes)

The GIS implementation fee is based upon the feature count provided to Midland GIS by the City (Sanitary Sewer Manholes – 7,396). Any sanitary sewer manholes that are located or inspected beyond the number of features provided to Midland GIS will be charged as follows:

- RTK GPS Collection & Inspection - $50/per manhole.
- RTK GPS Collection - $25/per manhole.

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ **2013**.

APPROVED BY: **City of Joplin**, Missouri

By: _____

Attest: _____

APPROVED BY: **MIDLAND GIS SOLUTIONS**

By: _____
Kirk Larson
Vice President

COUNCIL BILL NO. 2013- 354 ORDINANCE NO.

AN ORDINANCE approving a agreement for Midland GIS Solutions LLC for Two Hundred Ninety Thousand One Hundred Forty Five and no/100 Dollars ($290,145.00) GIS Mapping Services and containing an emergency clause.

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

Section 1. Approval of in a agreement for Midland GIS Solutions LLC for Two Hundred Ninety Thousand One Hundred Forty Five and no/100 Dollars ($290,145.00) GIS Mapping Services in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Sewer Maintenance Fund No. 415-4542-540-8675.

Section 2. That the Director of Public Works is hereby authorized to enter into a agreement on behalf of the City of Joplin with Midland GIS Solutions LLC .

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

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

ATTEST:

_____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Sewer Maintenance Fund No. 415-4542-540-8675 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 16, 2013
Council Bill No. 2013-355

Item: Professional GIS and Consultant Related Services Contract Agreement and Task Order #1

Originating Department: Public Works – Engineering

Attachments: 1) Contract Agreement
2) Council Bill No. 2013-355

Engineering: Dan Johnson DJ	Date: 12-9-13
Department Head: Nicholas A. Heatherly	Date: 12/9/13
Finance Department: Leslie Haase	Date: 12-10-13
City Attorney: Brian Head	Date: 12-10-13
City Manager: Mark Rohr	Date: 12-10-13

Recommended Action: Approval of Professional GIS and Consultant Related Services Contract Agreement and Task Order #1 with Bartlett & West, Inc. in the amount of $80,000.00 for GIS Mapping Services.

Background: The City's Geographical Information System currently has only limited information available on the storm water collection system. City staff has recognized the need for updating the existing map database with corrected information and additional information needed for managing the storm water collection system. The information will be used by City staff to plan and manage maintenance, and for Utility locating. This project is funded by the Parks Stormwater Sales Tax as part of the annual Catch Basin & Closed System Maintenance budget.

Discussion: A request for qualifications was sent to consultants in August of this year. Staff reviewed qualifications from two consultants. Bartlett & West, Inc. was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Professional GIS and Consultant Related Services Contract Agreement and Task Order #1 with Bartlett & West, Inc. in the amount of $80,000.00 for GIS Mapping Services.

GENERAL SERVICES MASTER AGREEMENT FOR

PROFESSIONAL GIS AND CONSULTANT RELATED SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____ 2013, by and between the **City of Joplin, Missouri**, (hereinafter the **CITY**), and **Bartlett & West, Inc.**, (hereinafter **CONSULTANT**) for professional services.

WITNESSETH: That the **CITY** intends to secure professional services in conjunction with the development of a GIS system and related infrastructure management capabilities. This contract will serve as the Master Agreement and any specific tasks defined will be presented as a Task Order amendment to this Master Agreement.

WHEREAS, CONSULTANT has submitted a proposal for professional services and a rate schedule; and

WHEREAS, the **CITY** desires to enter into an agreement with the **CONSULTANT** to perform various professional services including but not limited to GIS, programming, asset management, infrastructure evaluation and support for managing and assessing the City's infrastructure, providing tools for project planning as requested. Services may include training and technical support as needed; and

WHEREAS, the City's Designated Official is authorized and empowered by the **CITY** to execute task orders providing for professional services for the City, and

WHEREAS, the **CONSULTANT** represents that the firm and its designated subconsultants are equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto supplement the original Agreement as follows:

CITY contracts with **CONSULTANT** to perform professional services for various tasks related to Public Work infrastructure improvements and management upon request by the **CITY.**

ARTICLE I – ANNUAL RATE REVIEW

The **CONSULTANT** will perform the Professional Services pursuant to this Agreement for an indefinite period. The **CITY** shall review and approve the **CONSULTANT's** rate schedule at each yearly adjustment if rates change.

ARTICLE II – SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

CONSULTANT shall serve as **CITY'S** professional consultant in those assignments to which this agreement applies, and shall give consultation and advice to **CITY** during the performance of their

consulting services. All services shall be performed under the direction of a professional Consultant registered in the State of Missouri and qualified in the particular field.

Upon execution of this Agreement by the **CITY,** the **CONSULTANT** agrees to furnish professional services for infrastructure system improvements as requested by the **CITY**. A detailed Scope of Services for each project to be performed under this Agreement shall be specified by a task order and approved by the City Engineer or Public Works Director.

The **CONSULTANT** agrees to furnish all professional services for each project in a timely manner upon execution of a task order and receiving a Notice to Proceed. If the **CONSULTANT** is unable to provide the specified services within the **CITY's** project time requirements, the **CITY** reserves the option of advertising the project under a separate Request for Proposal (RFP) and employing another firm to provide these services.

BASIC SERVICES TO BE PROVIDED BY CONSULTANT

SECTION 1 – General

1.1 Perform professional design services as hereinafter stated in conjunction with specifically authorized Projects. Professional design services shall include, but may not be limited to, normal GIS database structure implementation, management of assets, software assistance, technical assistance, infrastructure design and implementation and related incidental items thereto.

1.2 Advise **CITY** as to the necessity of obtaining services or licensing related to data management. **CONSULTANT** shall make recommendations as to the possible sources of such services, and act as **CITY's** representative in connection with any such services.

ARTICLE II -RECORDS AND SERVICES TO BE PROVIDED BY THE CITY

1) The CITY will make available all existing records, maps, plans, and other data for the CONSULTANT's use preparing work under this agreement.

2) Provide standard CITY forms as required.

3) Designate a CITY representative who will serve as the CITY's point of contact and is authorized to act on behalf of the CITY.

4) Coordinate project-related activities with other CITY departments.

5) The CITY will review the CONSULTANT's deliverables and make comments in a timely manner.

ARTICLE IV -INSURANCE REQUIREMENTS

CONSULTANT shall maintain at the CONSULTANT's expense the following insurance coverage during the Agreement period.

1) CONSULTANT shall provide the CITY with certificates of insurance from an insurance company licensed to do business in Missouri.

2) PROFESSIONAL LIABILITY -Professional Liability, or Errors and Omissions Insurance protection in the minimum amount of $1,000,000.00 per claim and annual aggregate.

3) COMMERCIAL GENERAL LIABILITY -LIMITS: Each Occurrence $ 1,000,000.00 Personal and Advertising Injury $ 1,000,000.00 Products-Completed/Operations Aggregate $ 1,000,000.00 General Aggregate $ 2,000,000.00

4) CONSULTANT shall supply the CITY with current WORKERS COMPENSATION insurance certificates against all claims under applicable State Workers' Compensation laws. The CONSULTANT shall provide evidence to the CITY that the subconsultants shall maintain comprehensive general liability, automotive liability, workers' compensation, and professional liability insurance, for not less than the period of services under the subcontract agreements, and in not less than the amounts outlined for the CONSULTANT. The comprehensive general liability policy of the subconsultant shall name the CITY as an additional insured.

5) INSURANCE CANCELLATION CLAUSE -The CONSULTANT shall notify the CITY Thirty (30) days prior to any changes in the insurance requirements listed in the above paragraphs or insurance carriers. The CONSULTANT shall require their insurance carrier to notify the CITY thirty (30) days prior to the cancellation date.

ARTICLE V -PAYMENTS TO THE CONSULTANT

SECTION 1 -Consulting fees for individual projects shall be negotiated separately and agreed to by task orders based on the current rate schedule that coincides with the year that the work is performed. The rate schedule for the first annual period of this Agreement is attached hereto as Appendix A and incorporated herein. The CITY shall reimburse the CONSULTANT, subject to and in conformation with all provisions of this executed Agreement. For all Consulting services provided by the CONSULTANT under each task order, payment for expenditures and expenses incurred by the CONSULTANT in connection with each task order, including the cost of sub-consultants and subcontractors, the CITY shall reimburse the CONSULTANT on a lump sum or time-and-reimbursable-expense basis for the Scope of Services described in each task order. The CONSULTANT may apply a markup to sub-consultant costs of 10 percent.

SECTION 2 -CITY will make monthly payments if requested by the **CONSULTANT** for portions of work that have been satisfactorily completed. The **CONSULTANT** shall submit invoices to the **CITY** covering services provided during the previous month that includes a Project Billing Summary Spreadsheet.

The **CITY** shall make payments to **CONSULTANT** within thirty (30) days from the **CITY** receiving and approving the invoice.

The **CITY** may require a lien waiver and release from each sub-consultant, subcontractor, or material supply contractor performing work on individual projects prior to making any payment to the **CONSULTANT.** The lien waiver shall release any liens, claim or right to lien and any right to bring an action against the **CITY** pursuant to Missouri Revised Statutes sections 107.170,429.015 and the statutes relating to mechanic's liens associated *with* work on the project on account of labor, material, or services furnished for said project.

SECTION 3 -Changes in Scope, schedule, character or complexity.

In the event of changes in the Scope of Services, schedule, character or complexity of any work described in the Task order(s), the maximum compensation and/or time for completion stipulated herein shall be adjusted by an amendment to the task order and agreed to by the **CITY, CONSULTANT and** approved by the City Engineer or City Administrator.

ARTICLE VI -MISCELLANEOUS AGREEMENT ITEMS

SECTION 1-Design Standards

The **CONSULTANT** shall consider the latest editions, supplements and revisions of the following publications:

- ESRI ArcGIS,ArcSDE, Arc Desktop , Server and Online Applications
- JavaScript, HTML, Silverlight and other related languages
- American Association of State Highway and Transportation Officials (AASHTO)
- American Public Works Association (APWA)
- American Society of *Civil* Consultants (ASCE)
- American Water Works Association (AWWA)
- Missouri Department of Natural Resources (MDNR)
- Nationals Science Foundation (NSF) e Occupational Safety and Health Administration (OSHA)
- Water Environment Federation (WEF)

SECTION 2 -Ownership of Data Delivered to City

The CONSULTANT shall deliver the data compiled and/or produced by the CONSULTANT for specific tasks identified pursuant to this Agreement and all Task orders contracted thereafter. This data includes electronic scans (pdf's) and electronic GIS file types and other files needed to make the data functional for the CITY's use.
Data delivery, protection and back-up will be further defined within any given task order.

SECTION 3 -Ownership of Consulting Documents

After receipt of payment, the CONSULTANT shall vest in the CITY title to other data and other documents produced by the CONSULTANT for any project performed in pursuant to this Agreement and all Task orders contracted thereafter. The reuse of the documents shall be limited to the work performed on the project described in the task order. Reuse of the documents for another project shall not be permitted without permission of the CONSULTANT and without compensation

to the CONSULTANT as negotiated between the parties. Any reuse without written verification or adaptation by the CONSULTANT for specific purpose intended will be at the CITY's risk and without liability or exposure to the CONSULTANT, and the CITY shall indemnify and hold harmless to the extent allowed by the Constitution and Laws of the State of Missouri, CONSULTANT from all claims, damages, losses, expenses, including attorney fees arising out of or resulting there from.

SECTION 4 -Compliance with Laws

The CONSULTANT shall comply with all Federal, State, and Local laws, ordinances, and regulations applicable to the project. CONSULTANT shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of CONSULTANT's obligations under this Agreement.

All field personnel working for CONSULTANT shall comply with OSHA safety rules.

SECTION 5 –Inspection of Documents

The **CONSULTANT** shall maintain all Agreements, plans, specifications, documents, and records for a minimum of one (1) year from the date of final payment for the inspection by the **CITY.**

SECTION 6 -Agreement Guidelines

This Agreement constitutes the entire agreement between the **CITY** and the **CONSULTANT** with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or affect. This Agreement or any Appendix annexed thereto may be amended, changed, or supplemented only by written agreement executed by both of the parties. In the event of major change in the scope, schedule, character or complexity of any work performed pursuant to task orders, the maximum compensation and/or time for completion stipulated herein shall be adjusted by an amendment mutually agreed to by **CONSULTANT** and the **CITY.**

SECTION 7 –Standard Provisions

The attached Standard Provisions for Professional Services shall apply to this Agreement.

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the **CITY** and the **CONSULTANT**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of , 2013.

ATTEST:

_____

CITY OF JOPLIN

_____

CONSULTANT
BARTLETT & WEST, Inc.

_____
Jim Ross, P.E.
Project Manager

STANDARD PROVISIONS FOR TECHNOLOGY SERVICES

The Client and Bartlett & West, Inc. (referred to as the Consultant), agree that the following provisions shall be part of this Agreement.

1. The Client shall designate an individual with authority to act on behalf of the Client as to all aspects of the project, shall examine and respond promptly to submissions from the Consultant, shall give prompt written notice to the Consultant if the Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

2. The Client shall pay the costs of all fees, permits bond premiums, title company charges, blueprints, aerial photography, survey, reproductions, and all other charges not specifically covered by the terms of this agreement.

3. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

4. In the event that any changes are made in the work to be performed hereunder, by the Client or persons other than the Consultant, and which affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given the Consultant prior notice and has received from the Consultant written consent for such changes.

5. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.

6. All reports, plans, specifications, computer files, data resulting from laser scanning, tracings, survey notes, and other original consulting documents are instruments of service and shall remain the property of the Consultant. Consultant may sell said instruments of service to third party sources.

7. Consultant has and will retain all ownership rights in any software developed under this agreement, including all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information, except as explicitly stated in this agreement.

8. Products of work shall be defined as any deliverable provided to the client as a result of services provided under this agreement, including but not limited to software applications, databases, specifications, and documentation. All products of work delivered are proprietary to the Consultant and contain trade secrets, inclusive of unpublished specifications. The products of work are owned by Consultant and are protected by United States copyright laws, trademark laws and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all software, related materials, and information delivered or provided to it in strict confidence. All rights, title, and ownership in patents, trademarks, copyrights, trade secrets, know-how, or any other proprietary rights in the products of work remains exclusively with Consultant. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available the products of work in any form, including, but not limited to, flowcharts, logic diagrams, executable code, object code, source code, or technical documentation, to any other person or entity without the express written permission of Consultant. Client shall secure and protect the products of work in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software. Client shall not make any modifications or derivative works to the products of work.

9. All error corrections, enhancements, new releases, and any other products of work created by Consultant in connection with the services provided under this agreement are and shall remain the exclusive property of Consultant, regardless of whether the Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said products of work.

10. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's Work. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

11. The Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing design professionals performing similar services under the same or similar circumstances and conditions. The Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

12. In no event shall any statute of limitations commence to run any later than the date when the Consultant's services are substantially completed and any cause of action against the Consultant arising from or pertaining to this agreement must be initiated no later than two (2) years after the date when the Consultant's services are substantially completed.

13. In no event shall the Consultant be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

14. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. In the event Client fails to pay the Consultant within ninety (90) days after invoices are rendered, then Client agrees that the Consultant shall have the right to consider such failure as a total breach of this Agreement and the duties of the Consultant under this Agreement may be terminated at the election of the Consultant upon five (5) days written notice. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

15. Compensation payable to the Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against the Consultant by any state or political subdivision directly on services performed or payments for services performed by the Consultant. Such taxes that the Consultant may be required to collect or pay shall be added by the Consultant to invoices submitted to the Client pursuant to this Agreement.

16. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Client shall pay the Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

17. This Agreement may be terminated by either Client or the Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Client expressly agrees to hold the Consultant harmless from any liability arising out of the Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Client shall then promptly pay the Consultant for all of the fees, charges and services performed by the Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If the Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by the Client if a Court finds the Client has breached its contract with the Consultant.

18. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

19. Neither the Client nor the Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to the Client; and no claim against Consultant shall accrue to, any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on this Project.

20. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of litigation. The mediator shall be jointly selected by the Client and the Consultant. If the parties are unable to agree, the Consultant shall present a list of three prospective mediators to the Client, who shall choose the mediator. In the event of failure on the part of the Client to do so within ten (10) days of receipt of the list, the Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of the Client or the Consultant as selected by the mediator.

(Revised 05/12)

TASK ORDER # 1
STORM WATER SYSTEM GIS –PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is entered into as of the ___ day of ____, 2013 (the "Effective Date"), by and between Bartlett & West, Inc., a Kansas corporation, having an office at 228 NW Executive Way, Lee's Summit, Missouri 64063 (the "Consultant") and the City of Joplin, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City and Consultant entered into an Agreement for Professional Services on ___ of _____, 2013 (the "Original Agreement"); and

WHEREAS, the City desires to supplement the Original Agreement and engage the Consultant to provide services to the City regarding professional related services as described in Article 1 and incorporated herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree to modify the Original Agreement as follows:

1. The following provisions shall be added to the Original Agreement.

ARTICLE I
SCOPE OF BASIC SERVICES TO BE PROVIDED BY CONSULTANT

A. Please see attached scope of services: Exhibit A
B. Services generally include the following;
    1) Phase 1:
        i. Assessment, development, design and implementation of a web-enabled municipal GIS system.
        ii. Provide foundation & functionality of web-enabled GIS in consideration of future use and expansion of the City's needs for data management.
        iii. Scan & Link existing storm maps to related projects or subdivisions, as depicted in Exhibit A.
        iv. Provide field work to obtain data related to storm water infrastructure.
    2) Phase 2:
        i. To be a future project to continue obtaining the data needed to complete the storm system infrastructure.
        ii. Extend field work into other areas of the City
        iii. Incorporate new data into GIS system.
    3) Phase 3:
        i. To be a future project to continue obtaining the data needed to complete the storm system infrastructure.
        ii. Extend field work into other areas of the City
        iii. Incorporate new data into GIS system.
    4) Phase 4:
        i. A future project that will customize tools for the City to streamline the development of their capital improvements plan (CIP). The tool will help with budgeting and prioritizing risks associated with field evaluations of infrastructure.

ARTICLE II
SCOPE OF SERVICES TO BE PROVIDED BY CITY

A. City to provide existing infrastructure information regarding utilities, maps, databases processes and assets. See Exhibit A.
B. City to provide authorization of Consultant to obtain data from County, State or other database information.
C. City to provide opinions and discussion of issues concerns and processes that impact budget and schedule.
D. City to provide prompt reviews of information, draft layouts and participate in efficient decision making.
E. City to provide access to staff as necessary to complete the work and stay on schedule.

ARTICLE III
PAYMENTS TO CONSULTANT

As total compensation for all services performed under the terms of this Agreement, for all expenditures made and all expenses incurred by Consultant in connection with this Agreement, including the cost of subconsultants and subcontractors, City shall compensate Consultant as follows:

A. City will pay Consultant as follows for Phase 1:
   1. For Basic GIS Foundation & Set Up, Correlation of all County and City standard data and scanning paper map documents and correlating them to appropriate assets, as described in section 1 & 2 of Exhibit A, a lump sum amount of $17,500 for tasks associated with the scope of services.
   2. For field work related to GPS location of the infrastructure described, as described in section 3 of Exhibit A, a lump sum amount of $45,000 for tasks associated with the scope of services.
   3. For designing, implementing and deploying a web-based GIS system as further described in section 4-10 of Exhibit A, a lump sum amount of $12,500 for tasks associated with the scope of services.
B. City will pay Consultant as follows for Annual Fees:
   1. Data streaming and associated updates shall include a monthly fee of $300 plus $0.10 per GB of data used.
   2. All services to be billed at the rates specified in Exhibit A, Bartlett & West, Inc. 2013 Schedule of Hourly Charges, attached hereto and incorporated herein.

ARTICLE IV
COMPLETION TIME

The services described in Phase 1 shall be completed within 180 days of receipt of Notice to Proceed. Priority shall be given to the areas identified by City staff that relates to the upcoming design projects.

Note: this schedule is reflective on accessibility of assets, data and infrastructure. Communication of all aspects must be maintained by both parties throughout the project to maintain the schedule.

ARTICLE V
STANDARD PROVISIONS

No Changes

ARTICLE VI
SPECIAL PROVISIONS

No Changes

All other terms of the Original Agreement and Supplemental Agreements shall remain in full force and effect.

THIS AMENDMENT TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the____ day of _____, 2013.

ATTEST:

_____

CITY OF JOPLIN, MO ("CITY"):

By: _____

Name: _____

Title: _____

BARTLETT & WEST, INC. ("CONSULTANT"):

By: _____

Name: Jim Ross, P.E.,

Title: Project Manager

EXHIBIT A

1. Scope of Services.
The Consultant shall provide the Project Services described as follows:

BASIC SERVICES

Scope of Project:
CONSULTANT shall provide the following services related to the
Storm Sewer web-based GIS System:

1. System assessment, data compilation and configuration;
    a. Obtain County and City data in electronic file format. File format shall include geodatabase files, shapefiles or other formats that are compatible with ESRI database structure and include all appropriate attributes.
        i. This includes the following data items:
            1. Zoning, flood plain data, subdivisions, parcels, land use, tax districts, City wards, special assessment districts and desired City infrastructure
    b. Prepare base map system that includes the above data by layers.
    c. Organize all data and review data with City (.mxd file) prior to setting up web site.
    d. Assess existing licensing and provide compliant resources based upon existing & planned licensing structure.

2. Obtain City storm sewer maps and plans.
    a. City to provide data organized by filename and location.
    b. City to provide scanned maps of storm system infrastructure.
    c. Consultant to provide links to the associated projects or areas based upon the City's organization and naming convention of the scanned storm sewer information; this data will require confirmation of naming convention to properly associate data with the correct assets/areas.
    d. Provide all data within the mxd file provided to the City upon project completion.

3. Field Collection
    a. Desktop review & compilation of field management
    b. Review of information and system configuration
    c. Field survey the priority areas with survey grade GPS, as depicted on the attached Exhibit B.
    d. Attributes to be incorporated are shown in the table below:

• Date • Inspector • MH Number • Locality • Inspected (Y/N) • Reason Not Inspected • Location • Depth • Structure Size • Cover Type	• Shape • Inlet Size • Grate Size • Depth To F/L • Type • Condition • Flow Line of Pipe In/Out • Type of Pipe In/Out • Diameter of Pipe In/Out

e. City to expose/uncover any structures or asset to be located.

Knowing that the budget will not allow for the entire system to be collected, Phase 1 will focus on areas within the tornado damaged section of the City. Priority will be given to those projects the City has planned upgrades. Phase 1 has a budget of 300 hours that will be applied to data collection of field assets. This includes field collection and office compilation of data. Future phases will focus more on additional field work, as the structure and functionality of the GIS system will be completed in Phase 1.

4. Workshop- System Design & Implementation
   a. Discuss and assess the GIS software licensing needs of the City.
   b. Develop workflow diagram of data transfer and backup.
   c. Review access levels and functionality requirements for data edits and management. Set up initial passwords and priorities.
   d. Set up City designated "GIS-Champion" to be the point person for the City and assist in the implementation process.

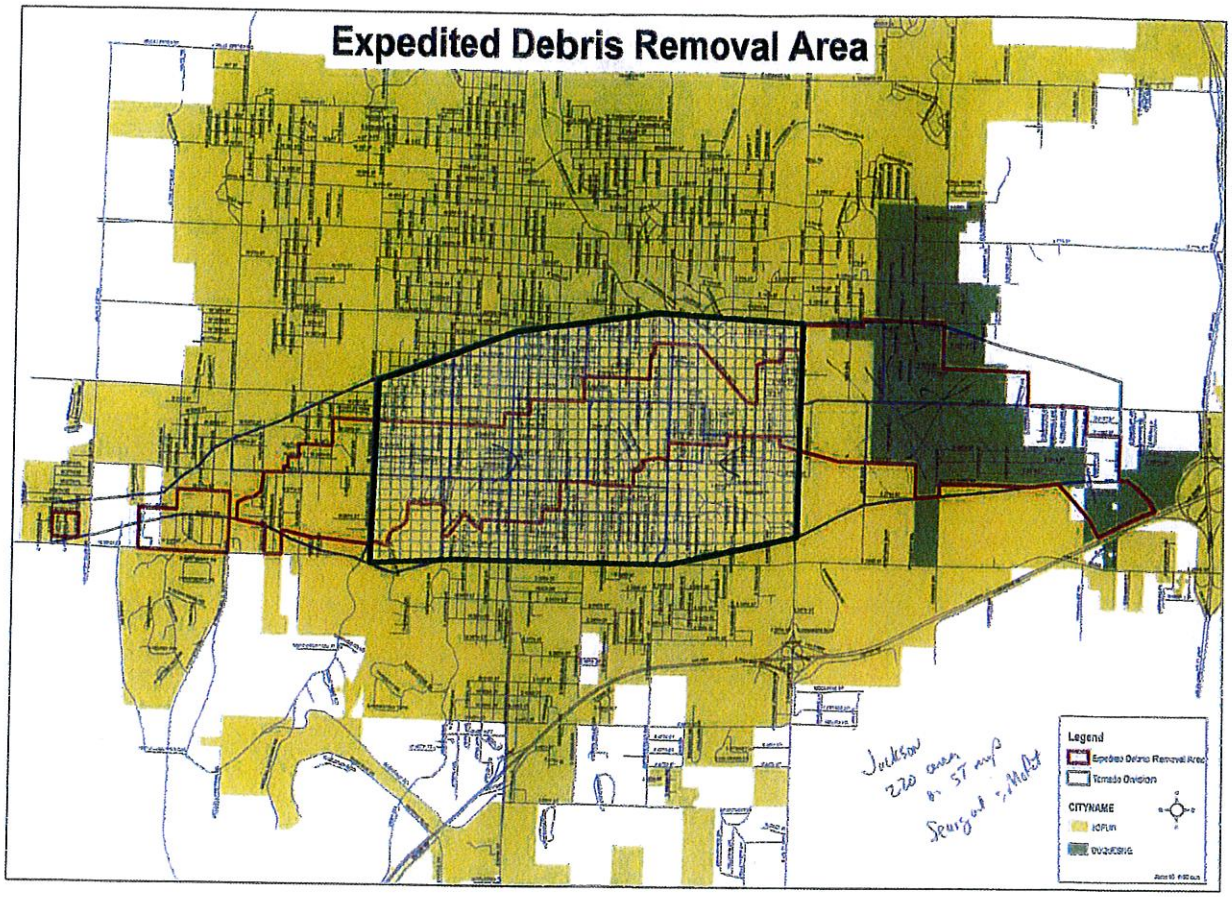
5. Create a web-based GIS system
   e. Site maintenance to be managed by Consultant
   f. Data to be installed on City system and original files maintained on Consultant infrastructure. Automated data transfers to be coordinated for updated data.

6. Review workflow and system design with City;
7. Make final adjustments and deliver data to City;
8. Assist City to install data on City infrastructure;
9. Provide web-access and log-on information to City staff;
10. Provide 4 hours of on-site training to City staff once implemented.

Other Additional Services

Other additional services include changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Consultant's control.

EXHIBIT B
Area of Focus for Phase 1 Efforts



BARTLETT & WEST, INC.
2013 SCHEDULE OF HOURLY CHARGES
Effective January 1st, 2013

GIS Technician IV	$95.00
GIS Technician III	83.00
GIS Technician II	71.00
GIS Technician I	58.00
Computer Systems Technician III	87.00
Computer Systems Technician II	75.00
Computer Systems Technician I	61.00
GIS Analyst V	$138.00
GIS Analyst IV	127.00
GIS Analyst III	115.00
GIS Analyst II	104.00
GIS Analyst I	92.00
GIS Coordinator III	156.00
GIS Coordinator II	138.00
GIS Coordinator I	127.00
GIS Developer/DBA III	138.00
GIS Developer/DBA II	127.00
GIS Developer/DBA I	121.00
Computer Systems Manager	$130.00
Systems Analyst	130.00
Network Administrator	106.00
IS Support Specialist	73.00
Administrator V	$121.00
Administrator IV	104.00
Administrator III	90.00
Administrator II	82.00
Administrator I	71.00
Administrative Technician V	$74.00
Administrative Technician IV	66.00
Administrative Technician III	58.00
Administrative Technician II	52.00
Administrative Technician I	45.00
Client Services Representative	$87.00
Engineer VIII/Landscape Arch VIII	184.00
Engineer VII/Landscape Arch VII	167.00
Engineer VI/Landscape Arch VI	152.00
Engineer V/Landscape Arch V	141.00
Engineer IV/ Landscape Arch IV	129.00
Engineer III/Landscape Arch III	118.00
Engineer II/Landscape Arch II	106.00
Engineer I/Landscape Arch I	95.00
Engineering Technician IX	138.00

Engineering Technician VIII	118.00
Engineering Technician VII	110.00
Engineering Technician VI	102.00
Engineering Technician V	91.00
Engineering Technician IV	81.00
Engineering Technician III	72.00
Engineering Technician II	65.00
Engineering Technician I	59.00
Surveyor VI	127.00
Surveyor V	115.00
Surveyor IV	106.00
Surveyor III	95.00
Surveyor II	83.00
Surveyor I	72.00
Survey Technician VI	$91.00
Survey Technician V	80.00
Survey Technician IV	68.00
Survey Technician III	59.00
Survey Technician II	53.00
Survey Technician I	46.00
Field Representative VIII	121.00
Field Representative VII	110.00
Field Representative VI	98.00
Field Representative V	88.00
Field Representative IV	79.00
Field Representative III	71.00
Field Representative II	64.00
Field Representative I	57.00
Right-of-Way Specialist II	150.00
Right-of-Way Specialist I	133.00
Right-of-Way Technician V	$110.00
Right-of-Way Technician IV	99.00
Right-of-Way Technician III	90.00
Right-of-Way Technician II	80.00
Right-of-Way Technician I	68.00

COUNCIL BILL NO. 2013-355 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Bartlett & West Inc. an Agreement to provide professional services for GIS Mapping Services, not to exceed Eighty Thousand Dollars and No/100 Dollars ($80,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Bartlett & West Inc. an Agreement to provide professional services for GIS Mapping Services, not to exceed Eighty Thousand Dollars and No/100 Dollars ($80,000.00)

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 16, 2013

ITEM: Council Bill No. 2013-519 approving an Agreement for a benefit insurance services consultant by and between the City of Joplin and Segal Company

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: Copy of Council Bill No. 2013-519; copy of Agreement; Bid Tabulation.

Department Head: Leslie Haase LH	**Date:** 12-6-13
City Attorney: Brian Head ~~BJH~~	**Date:** 12-9-13
City Manager: Mark Rohr RMR	**Date:** 12-9-13
Human Resources Director: David Allgood	**Date:** 12.9.13

INTRODUCTION:

This Council Bill approves a Benefit Insurance Consulting Services Agreement between the City and Segal Company for insurance consulting services for one year.

DISCUSSION:

In May of 2010, the City hired Segal Consulting to serve as the benefit insurance consultant for the City. This contract will expire on December 31, 2013. A bid was issued on October 23, 2013 with a due date of December 4. The City received five bid responses.

The benefit consultant will provide annual insurance consulting services, issue an RFP for insurance services in 2015 and assess the ongoing feasibility of self-funding or partial self-funding versus other funding mechanisms for the City's insurance benefits. Additionally, the consultant will monitor the City's compliance with all federal regulations related to insurance benefits.

The companies were rated based on consulting methods, experience, references, cost and staff. The top rating was 97 points for Segal Consulting. Segal decreased their annual cost from $36,000 to $34,000. The bid fee will be a one-time fee in 2015. The Agreement is renewable, at the City's option, for four (4) subsequent calendar years.

RECOMMENDATION:

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2013-519 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for professional benefit insurance consulting services by and between Segal Company and the City of Joplin, Missouri, for Segal Company to provide benefit insurance consulting services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide professional benefit insurance consulting services; and,

WHEREAS, Segal Company has submitted the best proposal for professional benefit insurance consulting services.

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

Section 1. That the City enter into an agreement with Segal Company to provide professional benefit insurance consulting services in accordance with the proposal received December 4, 2013 for the 20140 calendar year with an option to renew for a period of four (4) years at the City's option, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri is authorized and directed to execute said agreements for and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (3) and (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 _____, 2013, by a _____ vote.

_____

Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

CITY OF JOPLIN
HEALTH INSURANCE CONSULTANT RFP
BID #2013-RFP-33 TAB ANALYSIS
6-Dec-13

NAME OF FIRM	METHODOLOGY 30 PTS MAX.	EXPERIENCE 25 POINTS MAX.	REFERENCES 15 POINTS MAX.	COST 25 POINTS MAX.	STAFF 5 POINTS MAX.	GRAND TOTAL (100 PTS)
Segal Consulting	30	25	15	22	5	97
IMA of Kansas	28	25	15	20	5	93
Huntleigh McGehee	25	22	15	25	5	92
RWI Benefits	25	20	15	22	5	87
Thomas McGee	22	20	15	24	5	86

By: Leslie Haase
Date: 12/6/13

CITY OF JOPLIN
HEALTH INSURANCE CONSULTANT RFP
BID #2013-RFP-33 TAB ANALYSIS
6-Dec-13

NAME OF BIDDER	5 YEARS BASIC SERVICES BID AMOUNT	RFP DEVELOPMENT BID AMOUNT	ASSESSMENT BID AMOUNT	TOTAL BID AMOUNT	BID RANKING
Huntleigh McGehee	125,000.00	15,000.00	5,000.00	145,000.00	25
Thomas McGee	153,600.00	Incl.	Incl.	153,600.00	24
RWI Benefits	210,000.00	18,000.00	12,000.00	240,000.00	22
Segal Consulting	170,000.00	70,000.00	7,000.00	247,000.00	22
IMA of Kansas	330,000.00	15,000.00	15,000.00	360,000.00	20

By: Leslie Haase
Date: 12/6/13

CITY OF JOPLIN MISSOURI

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Finance Department
602 South Main
Joplin, MO
417-624-0820

NAME, ADDRESS & PHONE OF CONTRACTOR
Segal Consulting
101 North Wacker Drive, Suite 500
Chicago, IL 60606-1724
312-984-8652

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Segal Consulting hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request For Proposal 2013-RFP-33 which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 2, 2013 which proposal is attached hereto and incorporated herein as Exhibit B; and

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

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in 2013-RFP-33.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant. The term of the Agreement shall be for the period specified in 2013-RFP-33.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Segal response to 2013-RFP-33 for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

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

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

6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel

required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

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

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

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of

Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

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

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

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

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

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

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

18. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Consultant's Responsibility for Subcontractors**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it

directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

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

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

21. **Liability and Indemnity:**

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

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

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

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

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

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

22. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council

shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

23. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

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

CITY OF JOPLIN, MISSOURI

By: _____
R. Mark Rohr, City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney