INFORMAL AGENDA

March 3, 2014

5:15 p.m.

1. Appointments/Reappointments to Boards and Commissions
2. Private Investigator invoice
3. Any other business

INFORMAL NOTES

February 18, 2014

Economic Update Rob O'Brian	Rob O'Brian, Joplin Area Chamber of Commerce President, briefed Council on the Economic Development Update talking about projects that are underway in the city and the Joplin-Webb City Industrial Park and talked about marketing plans
Any Other Business City Attorney Brian Head discusses Private Investigator billing	City Attorney Brian Head presented $22,442.55 for payment to Mr. Tom Loraine for services. Mr. Head stated the services were from January15-February 4, 2014. The last bill was paid on January 10, 2014. Mr. Shaw asked for a detailed listing of charges. Mr. Head was asked what the contract stated and he replied it was for $40,000 plus $5,000 expenses and if Mr. Loraine went over that amount, he was going to come back to council for additional funds. Mr. Head added towards the end he did use a lot of paralegals and much was put into preparing and compiling the documents for the report.
Mr. Glaze Comments on Weekly Update	Councilman Glaze thanked Interim City Manager Sam Anselm for the weekly update and thought it to be very informative and hoped he kept it up.

C O U N C I L A G E N D A

March 3, 2014

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 for Joplin NEA – Cat in the Hat Read Across America Day. Crystal Stokes and students will receive the proclamation.

2. Proclamation proclaiming March 12, 2014 as St. Baldrick's Foundation Day. The St. Baldrick Foundation is a volunteer-driven charity committed to funding the most promising research to find cures for childhood cancer. Brittany Lampe, Vice President of MSSU Student Senate, and other members of the Student Senate, will receive the proclamation.

3. Presentation on Severe Weather Preparedness, and a progress update on the storm warning system, presented by Fire Chief Mitch Randles and Emergency Management Director, Keith Stammer.

4. Oscar Arras will make a presentation on behalf of a National League of Cities program that would offer a water and sewer lateral line protection/warranty for residents who may face future issues with their water or sewer lines located on private property.

4. Finalization of Consent Agenda

5. Reports and Communications

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

6. Citizen Requests and Petitions

1. Mr. Kim Seavy, 1607 Byers Ave., Joplin, 64804, would like to address Council regarding the council investigation and the firing of the city manager.

7. Public Hearings

PUBLIC HEARING PROCEDURES

1. COUNCIL BILL NO. 2014-252 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 and including in District R-4 property as described below and located in the 2800 block of South Adele Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Joplin Villa's LLC. Planning and Zoning recommended approval).

2. COUNCIL BILL NO. 2014-253 - AN ORDINANCE providing for the vacation of the remaining portion of a 20-foot wide public alley between South Main Street and South Joplin Avenue beginning at the south right-of-way line of 30th Street south 150 feet in the City of Joplin, Jasper County, Missouri. (Requested by Kyle Denham. Planning and Zoning recommended approval).

3. COUNCIL BILL NO. 2014-254 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located at 2927 East 11th Street in the City of Joplin, Jasper County, Missouri. (Requested by Geary W. Williams. Planning and Zoning recommended approval).

8. Consent Agenda

1. Minutes of the February 18, 2014 Council meeting

2. COUNCIL BILL NO. 2014-008 - AN ORDINANCE amending Sec. 10-43. Review of application of Article II., Licenses of Chapter 10 Alcoholic Beverages of the Charter of the City of Joplin, Missouri to allow an applicant to more effectively coordinate with the licensing process of the state of Missouri.

3. COUNCIL BILL NO. 2014-110 – AN ORDINANCE approving the contract between the City of Joplin, Missouri and the City of Duenweg, Missouri, through their duly authorized representatives, for reimbursement from City of Duenweg, Missouri to city of Joplin, Missouri for Metro Area PublicTransit system (MAPS) providing bus rides and transportation to city of Duenweg, Missouri residents.

4. COUNCIL BILL NO. 2014-255 - AN ORDINANCE requesting to Review the Final Plat for TWIN HILLS SUBDIVISION PLAT 1 located at the northeast corner of 26th Street and Country Club Drive in the City of Joplin, Jasper County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-105 - AN ORDINANCE approving a agreement for GLMV Architecture Inc. for Three Hundred Twenty Three Thousand Nine Hundred Sixty Four and no/100 Dollars ($323,964.00) for Architectural and Design Services for the Police and Fire Training Facility and containing an emergency clause.

2. COUNCIL BILL NO.2014–112 -AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 209 E. 16TH ST. in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Fifty and 00/100 Dollar ($2,150.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3. COUNCIL BILL NO. 2014-503 - AN ORDINANCE approving an Agreement by and between the City of Joplin and Jasper County, Missouri to provide for the collection of City of Joplin real property taxes through the County real estate property tax bills; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-113-AN ORDINANCE approving a Memorandum of Understanding (MOU) by the U.S. Fish & Wildlife Service (USFWS), Missouri Department of Natural Resources (MDNR) (jointly called "Trustees"), Missouri Prairie Foundation ("MPF"), and the City Of Joplin ("Joplin"). The Trustees enter into this MOU in recognition of their common interests in a parcel of land within the City of Joplin, Missouri. It is the intent of all parties to restore this area for the benefit of the public and wildlife, and to do so by working efficiently among the partners.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

Notice posted at 4:30 pm on this the 27th day of February, 2014. (RSMo 610.020)

CITIZENS REQUESTS

CITY OF JOPLIN MISSOURI

Barbara Hogelin, City Clerk
602 S. Main Street
Joplin, Missouri 64801
(417)624-0820 Ext.220
(417)625-4710 (Fax)
Email: bhogelin@joplinmo.org

REQUEST TO ADDRESS COUNCIL

Persons wishing to address City Council regarding an issue not on the City Council meeting Agenda should complete this form and give it to the City Clerk prior to the start of the city council meeting, which is 6:00 pm. Forms may be emailed, faxed, mailed, or hand-delivered to the City Clerk at the address above.

At the council meeting, when your name is called, approach the lectern and state your name and address clearly for the record. You will have five (5) minutes to give your comments.

Date: 3 March 2014

I would like to address the Joplin City Council on the following subject:

1.) Council investigation
2) Firing of City Manager.

Name: Kim Seavy
(Please print)

Address: 1607 Byers Ave 64804

Contact Phone #: 539-832-2095

Printed in the Office of the City Clerk

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 3, 2014

Item: COUNCIL BILL NO. 2014-252
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly Date: 2/21/2014
City Attorney: Brian Head Date: 2/21/14
Interim City Manager: Samuel L. Anselm Date: 2/24/14
Board or Commission: Planning and Zoning Commission Date: 2/10/2014

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

SUMMARY/REQUEST:
Case 004-14: 2800 block of South Adele Avenue – A request to rezone from District R-3 (Apartment House) to District R-4 (Townhouse) for proposed townhouse development – Joplin Villa's LLC

STAFF SUMMARY:
The proposed rezoning will allow a 42-unit senior townhouse/villa development to move forward. The units will need to be platted in the future for individual ownership.

Staff recommends approval of Case 004-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Don Ness requested the rezoning for the design of 42 villas, and in order to do so, the zoning must be changed from District R-3 to District R-4 so that the total tract will be combined to include all of the units as shown in the development plans.

PUBLIC COMMENT:
None.

Z&P Meeting: February 10, 2014
City Council Meeting: March 3, 2014

STAFF PLANNING REPORT
Rezoning

CASE 004-14:

A request to rezone from District R-3 (Apartment House) to District R-4 (Townhouse) for property located on the east side of the 2800 block of S. Adele Avenue for future townhouse development.

APPLICANT: Joplin Villa's LLC

LOCATION: 2800 block of S. Adele Avenue

REQUESTED ZONING: R-4 (Townhouse)

CORRIDOR: N/A (Planned Development not required)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-3 (Apartment House)	Undeveloped	395' x 135' / 1.22 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-3	R-4	R-1	R-4
Land Use	Vacant (Former Two-Family)	Undeveloped	Undeveloped	Undeveloped

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as high-density residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Adele Avenue	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 the development of townhomes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning will allow a 42-unit senior townhouse/villa development to move forward. The units will need to be platted in the future for individual ownership.

Staff recommends approval of Case 004-14.

ENCLOSURES:

Preliminary Site Plan

RECEIVED 12-16-13

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.: 034-14
Filing Fee: $350.00
Date Advertised: 1-26-14
Date Notices Sent: 1-27-14
P&Z Date: 2-10-14
City Council Date: 3-3-14

APPLICANT: JOPLIN VILLA'S, LLC PHONE: 417-208-5100
ADDRESS: 1027 MAIN, SUITE 350 ZIP: 64801
EMAIL: BRUCE@WALLACEBAJALI.COM
OWNER: JOPLIN REDELOPMENT CORP, INC PHONE: 624-0824
ADDRESS: 602 MAIN, JOPLIN MO ZIP: 64801
EMAIL:
LOCATION OF PROPERTY: SOUTH ADELE AVENUE
LEGAL DESCRIPTION:
REFER TO EXHIBIT A-A

Present Zoning R2 Requested Zoning: R4 Acreage: 1.24
Present Use of Property: VACANT LAND
Proposed Use of Property: MULTI-FAMILY (SENIOR LIVING UNITS)

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	DUPLEX'S	R3
South	VACANT	R1
East	VACANT	R4
West	VACANT	R4

CHARACTER OF THE NEIGHBORHOOD: MULTI-FAMILY / ELK'S LODGE

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: YES, - PROPERTIES TO THE EAST & WEST ARE ZONED R4

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. REFER TO EXHIBIT B-B
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:
   _X_ Site Plan NA Landscape Plan NA Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: SOUTH ADELE AVENUE
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 50'-0"
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR: NA

1. Appropriately Sized Lots?_____
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: _____ DATE: 12.5.2013

BY: DON NESS AIA

TITLE: PRINCIPAL / OWNER - NESS DESIGN GROUP

B - 625 - 1970

C - 499 - 4898

ness
designoup
architects

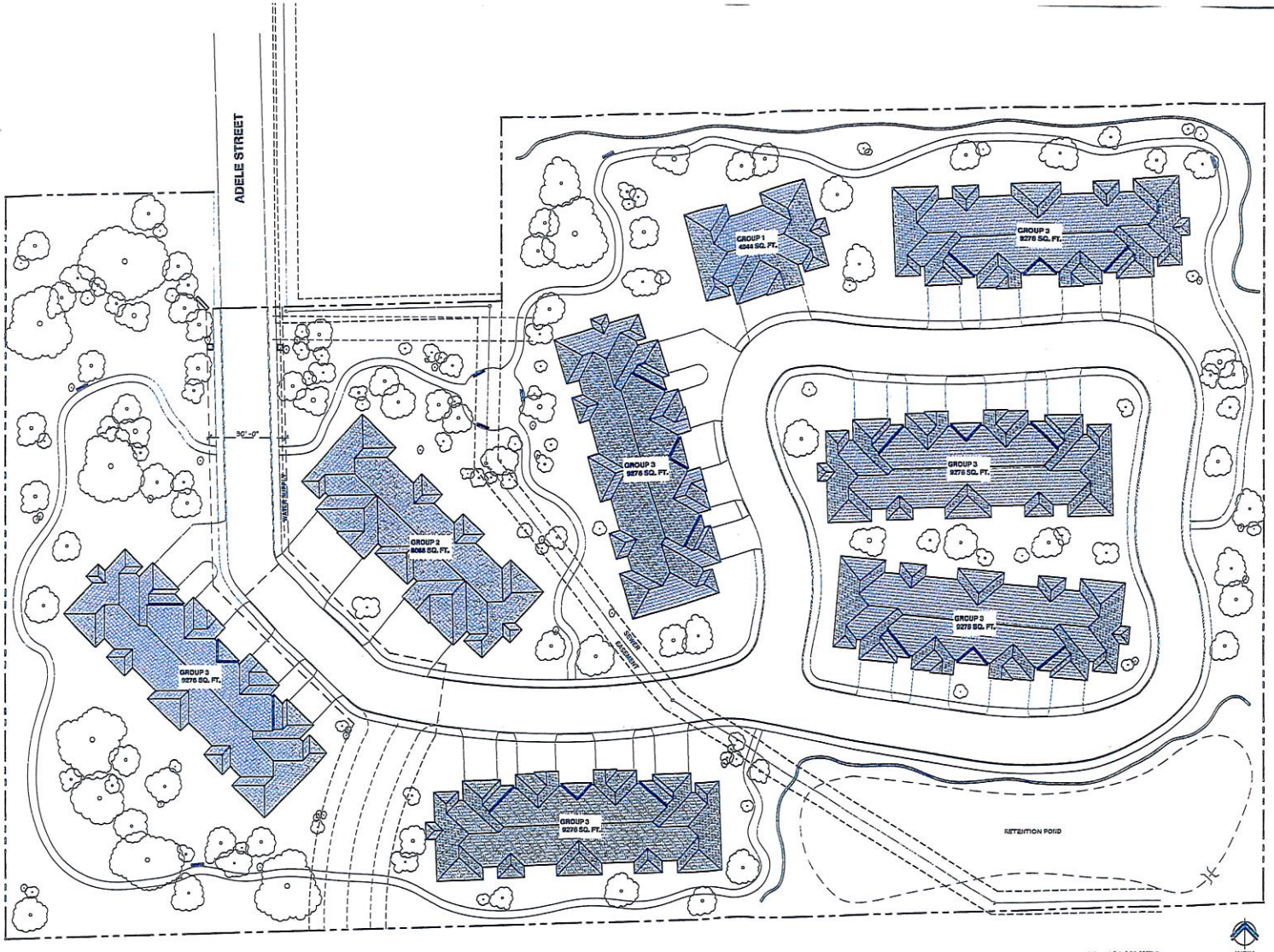
EXHIBIT B-B

Statement Describing the Reasoning for the Rezoning

The rezoning of this property from R3 to R4 will allow Multi Family Housing (Senior Housing) to be placed on this site. The rezoning of this property will be consistent with the zoning of adjacent property. We find that this project should have no impact on surrounding properties and in fact improve this area. This project will provide quality Senior Living that is needed in this area.

1821 E. Fourth
Joplin, MO 64801

417-625-1970 ph
417-625-1971 fx



18 - 'A' UNITS
24 - 'B' UNITS

1 SITE PLAN
1" = 30'

ness designoup

PRELIMINARY - NOT FOR CONSTRUCTION - 1/30/2014

DATE:
ARCHITECT: DONALD P. NESS
MO #A-6226

NESS ARCHITECTS, INC. DBA
NESS DESIGN GROUP ARCHITECTS
CA: MO #C0020016765

MECHANICAL/ELECTRICAL ENGINEER
FSC MEP - ENGINEERS, LLC
9225 INDIAN CREEK PKWY, ST. 300
OVERLAND PARK, KS 66210
PH. 816-333-4373
FX. 816-722-3484

CONSULTANT:
OLSSON ASSOCIATES
1505 E. ROBLIC ROAD
BUILDING B, SUITE 100
SPRINGFIELD, MO 65804
PH.417-890-6552
FX. 417-890-6553

COPYRIGHT 2014
THESE PLANS ARE PROPERTY OF NESS DESIGN GROUP ARCHITECTS AND SHALL BE USED ONLY FOR THE DESIGNATED PROJECT.

PROJECT ARCHITECT - D.P.N
DRAWN BY - M.D.L.
CHECKED BY - D.P.N

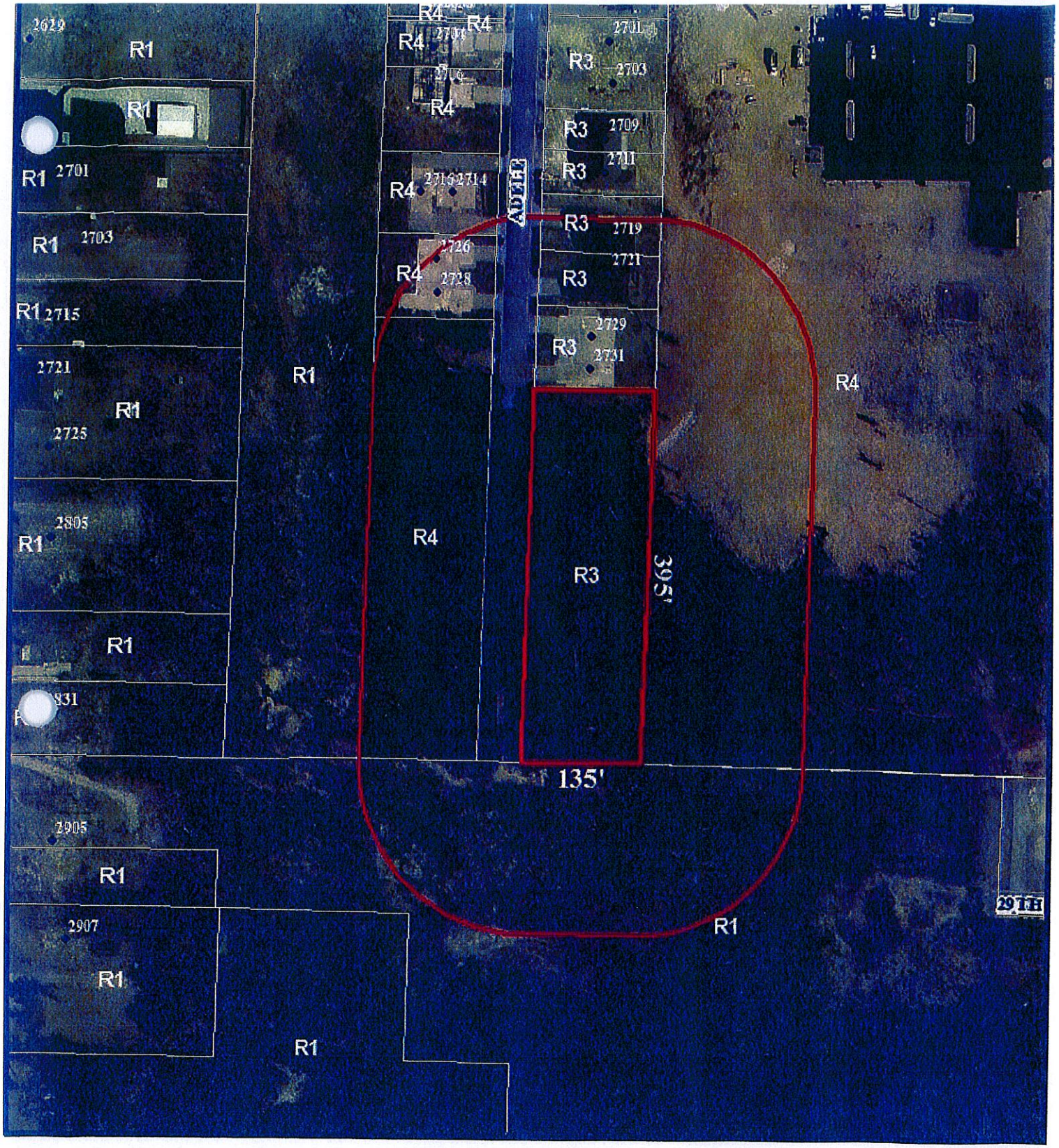
Senior Villas

ADDRESS
CITY, STATE ZIP

Dec. 17, 2013
NDG13-18

REVISIONS

C1.1



Case 004-14: A request to rezone from District R-3 (Apartment House) to District R-4 (Townhouse) for future senior living development in the 2800 Block of S. Adele Avenue. - Joplin Villa's LLC

Case 004-14: 2800 block of South Adele Avenue – A request to rezone from District R-3 (Apartment House) to District R-4 (Townhouse) for proposed townhouse development – Joplin Villa's LLC

Mr. Harrington opened the public hearing for Case 004-14.

Mr. Don Ness, 1821 East Fourth Street, Joplin, appeared to request the rezoning for the design of 42 villas, and in order to do so, the zoning must be changed from District R-3 to District R-4 so that the total tract will be combined to include all of the units as shown in the development plans.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 004-14.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 004-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 004-14
Joplin Villa's LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-252 **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-3 and including in District R-4 property as described below and located in the 2800 block of South Adele 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-3 and including same in District R-4:

All of Lots Number Ten (10) through Thirteen (13), both inclusive, in Woodland Hills South, a Sub-division in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

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

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

ATTEST: _____ Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 3, 2014

Item: COUNCIL BILL NO. 2014-253
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly Date: 2/21/2014
City Attorney: Brian Head Date:
Interim City Manager: Samuel L. Anselm Date: 2/12/14
Board or Commission: Planning and Zoning Commission MDW Date: 2/10/2014

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

SUMMARY/REQUEST:
Case 006-14: West of 3002, 3006 and 3010 South Main Street – A request for the vacation of the remaining portion of a 20 foot wide public alley between South Main Street and South Joplin Avenue beginning at the south right-of-way line of 30th Street south 150 feet – Kyle Denham.

STAFF SUMMARY:
The vacation request will complete the vacation of the remaining portion of the alley south of 30th Street between South Main and South Joplin Avenue.

Staff recommends approval of Case 006-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham, PLJBD Architects, appeared representing Patrick Goodknight, who owns three lots on Main Street and three lots on Joplin Avenue. Mr. Goodknight built his office at 3010 South Main about 22 years ago.

Mr. Denham stated that a lot has changed in that area along South Main during the last 20 years with the vacation of 31st Street, and with the intersection of 32nd and Main Streets being totally redesigned. Traffic islands were added on 32nd Street and on Main Street to prohibit left-hand turns. The existing alley was vacated from 32nd Street down to Mr. Goodknight's property.

Mr. Denham stated that Mr. Goodknight's front entrance formerly faced the south, and because of the way the traffic flow has changed with the development to the south, he has already remodeled his office to face the north. He wants to redevelop the two lots at the southwest corner of 30th and Main Streets to create a better parking situation and better access for his

property. By vacating the alley, he can maximize his land. He intends on leaving the three houses on Joplin Avenue as residences at this point.

Mr. Denham has contacted all of the utility companies. All utilities except Missouri American Water have consented to the vacation of the alley. Discussions are taking place with Missouri American Water, and they have basically agreed to the vacation, but they want some proof that the utility easement will remain. They have requested that the City's ordinance state clearly that the utility easement will remain.

Mr. Ramsour asked Mr. Denham about traffic flow, and he replied that the alley was never designed for traffic. The alley is being heavily used to access the two strip centers to the south of Mr. Goodknight's property. The alley is not designed for two-way traffic but is being used that way. Mr. Goodknight wants to avoid using the alley and develop the two lots north of his office for parking. The two strip centers to the south would become self-contained units with their own parking.

Mr. Brown asked if Mr. Goodknight owns all three residential lots along Joplin Avenue from 30th Street south, and Mr. Denham replied yes.

PUBLIC COMMENT:
None.

Z&P Meeting: February 10, 2014
City Council Meeting: March 3, 2014

STAFF PLANNING REPORT
Vacation

CASE 006-14:

A request for the vacation of the remaining portion of a 20 foot wide public alley south of 30th Street between S. Main Street and S. Joplin Avenue.

APPLICANT: Kyle Denham (representing owner, Patrick Goodknight)

REPRESENTATIVE: N/A

LOCATION: South of 30th Street between S. Main and S. Joplin

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley	20' x 150'

REASON FOR VACATION:

This is the final 150' portion of a north-south alley bounded by 30th and vacated 31st Streets, S. Main and S. Joplin Avenue. The first 250' portion was vacated in June 2013 for the redevelopment of commercial property to the south. All six lots bordering the remaining portion of this alley have been acquired by a single property owner. The property owner is requesting to vacate the alley and plans to possibly redevelop some of the lots in the future. The utility easement will remain. Therefore utilities will not be impacted by this vacation.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Yes

DISCUSSION:

The vacation request will complete the vacation of the remaining portion of the alley south of 30th Street between S. Main and S. Joplin Avenue.
Staff recommends approval of Case 006-14.

ENCLOSURES: None

RECEIVED
12-16-13

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.: 0006-14
Filing Fee: $ 350.00
Date Advertised: 1-24-14
Date Notices Sent 1-27-14
Public Hearing Date: 2-10-14

I. Applicant Name: KYLE DENHAM Phone: 624.5778

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

Address: 303 S. MAIN JOPLIN MO 64801 Zip: _____

Email: denham@pljbd.com

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

Street Vacation_____

Alley Vacation X

Utility vacation_____

Other (Please specify)_____

III. Legal Description of area requested to be vacated: Alley between the following addresses: 3001 JOPLIN, 3007 JOPLIN, 3009 JOPLIN and 3004 MAIN, 3008 MAIN, 3010 MAIN

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 applicant owns all of the property on boths sides of the alley requested to be vacated.

2. The vacation will not cause the public to suffer a loss or inconvenience. This alley is already vacated south of this to 32nd Street.

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

V. Required Attachments:

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

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

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

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

SIGNATURE: _____ DATE: DEC. 16, 2013

BY: KYLE DENHAM

TITLE: ARCHITECT



0 85 170 340 510 680 Feet

Case 006-14: A request to vacate the remainder of a 20 foot wide alley between S. Main a[illegible] S. Joplin Avenue south of 30th Street. - Kyle Denham

N

Case 006-14: West of 3002, 3006 and 3010 South Main Street – A request for the vacation of the remaining portion of a 20 foot wide public alley between South Main Street and South Joplin Avenue beginning at the south right-of-way line of 30th Street south 150 feet – Kyle Denham.

Mr. Harrington opened the public hearing for Case 006-14.

Mr. Kyle Denham, PLJBD Architects, 303 South Main Street, Joplin, appeared representing Patrick Goodknight, who owns three lots on Main Street and three lots on Joplin Avenue. Mr. Goodknight built his office at 3010 South Main about 22 years ago.

Mr. Denham stated that a lot has changed in that area along South Main during the last 20 years with the vacation of 31st Street, and with the intersection of 32nd and Main Streets being totally redesigned. Traffic islands were added on 32nd Street and on Main Street to prohibit left-hand turns. The existing alley was vacated from 32nd Street down to Mr. Goodknight's property.

Mr. Denham stated that Mr. Goodknight's front entrance formerly faced the south, and because of the way the traffic flow has changed with the development to the south, he has already remodeled his office to face the north. He wants to redevelop the two lots at the southwest corner of 30th and Main Streets to create a better parking situation and better access for his property. By vacating the alley, he can maximize his land. He intends on leaving the three houses on Joplin Avenue as residences at this point.

Mr. Denham has contacted all of the utility companies. All utilities except Missouri American Water have consented to the vacation of the alley. Discussions are taking place with Missouri American Water, and they have basically agreed to the vacation, but they want some proof that the utility easement will remain. They have requested that the City's ordinance state clearly that the utility easement will remain.

Mr. Ramsour asked Mr. Denham about traffic flow, and he replied that the alley was never designed for traffic. The alley is being heavily used to access the two strip centers to the south of Mr. Goodknight's property. The alley is not designed for two-way traffic but is being used that way. Mr. Goodknight wants to avoid using the alley and develop the two lots north of his office for parking. The two strip centers to the south would become self-contained units with their own parking.

Mr. Brown asked if Mr. Goodknight owns all three residential lots along Joplin Avenue from 30th Street south, and Mr. Denham replied yes.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 006-14.

MR. RAMSOUR MOVED, SECONDED BY MR. BROWN, THAT CASE 006-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR,

AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 006-14
Kyle Denham
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-253 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of the remaining portion of a 20-foot wide public alley between South Main Street and South Joplin Avenue beginning at the south right-of-way line of 30th Street south 150 feet in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the remaining portion of a 20-foot wide public alley between South Main Street and South Joplin Avenue beginning at the south right-of-way line of 30th Street south 150 feet 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 a north-south public alley bounded by the West line of Lots 60, 61 and 62 in D.W. Luke's Southern Heights Sub-division to the City of Joplin, Jasper County, Missouri, and the East line of Lots 127, 128 and 129 in D.W. Luke's Southern Heights Sub-division to the City of Joplin, Jasper County, Missouri.

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

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

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 3, 2014

Item: COUNCIL BILL NO. 2014-254
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly — Date: 2/21/2014
City Attorney: Brian Head — Date: 2/21/14
Interim City Manager: Samuel L. Anselm — Date: 2/21/14
Board or Commission: Planning and Zoning Commission — Date: 2/10/2014

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

SUMMARY/REQUEST:
Case 007-14: 2927 East 11th Street – A request to rezone from District C-1 (Neighborhood Commercial) to District C-3 (Commercial) for future commercial development. – Geary W. Williams.

STAFF SUMMARY:
The proposed rezoning will make the zoning consistent with the C-3 properties to the north and east towards Range Line Road.

Staff recommends approval of Case 007-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Geary Williams stated that the lot in this request measures only 65 feet by 120 feet. The lot is adjacent and attached to the parcel that he already owns and wants to develop. All of the adjacent lots are already zoned C-3, and he believes the highest and best use of this parcel is to develop it for retail. The C-3 zoning would be a step in the right direction so this land could be developed to its highest potential.

PUBLIC COMMENT:
None.

Z&P Meeting: February 10, 2014
City Council Meeting: March 3, 2014

STAFF PLANNING REPORT
Rezoning

CASE 007-14:

A request to rezone from District C-1 (Neighborhood Commercial) to District C-3 (Commercial) for property located at 2927 East 11th Street for future commercial development.

APPLICANT: Geary W. Williams

LOCATION: 2927 E. 11th Street

REQUESTED ZONING: C-3 (Commercial)

CORRIDOR: N/A (Planned Development not required)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-1 (Neighborhood Commercial)	Undeveloped	65' x 120' / 7,800 ft² / .18 acre

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	R-1	R-1, R-2
Land Use	Undeveloped	Undeveloped	Eastmorland Elementary	Two-Family Residential

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as commercial.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 11th Street	Local	60'
Frost Avenue	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 proposed rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning will make the zoning consistent with the C-3 properties to the north and east towards Range Line Road.

Staff recommends approval of Case 007-14.

ENCLOSURES:

None

REZONING APPLICATION FORM

RECEIVED 1-14-14

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.: 007-14
Filing Fee: $350.00
Date Advertised: 1-26-14
Date Notices Sent: 1-27-14
P&Z Date: 2-10-14
City Council Date: 3-3-14

APPLICANT: Geary W. Williams PHONE: 417-291-4030
ADDRESS: 2930 S. Illinois Joplin, MO ZIP: 64804
EMAIL: gearyw@rocketmail.com
OWNER: Geary Williams / Angela Enrit PHONE: 417-291-4030
ADDRESS: 2930 S. Illinois Joplin, MO ZIP: 64804
EMAIL: gearyw@rocketmail.com
LOCATION OF PROPERTY: 2927 E 11th
LEGAL DESCRIPTION: Campbell's 1st W ½ Lots 9 & 10

Present Zoning C-1 Requested Zoning: C-3 Acreage:
Present Use of Property: vacant
Proposed Use of Property: retail

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	vacant	C-3
South	School	R-1
East	Commercial	C-3
West	duplexes	R-1 & R-2

CHARACTER OF THE NEIGHBORHOOD: Commercial, retail

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? yes
   If yes, explain: NOT CONSISTENT W/ SURROUNDING ZONING

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: 11th
2. Classification of Street(s):
   Arterial_____ Collector_____ Local ✓
3. Right-of-Way Width: _____
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?_____
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: Geary W. Williams DATE:_____

BY: Geary W. Williams

TITLE: Owner



Case 007-14: A request to rezone from District C-1 (Neighborhood Commercial) to District C-3 (Commercial) for future commercial development at 2927 E. 11th Street. - Geary W. Williams

N

Case 007-14: 2927 East 11th Street – A request to rezone from District C-1 (Neighborhood Commercial) to District C-3 (Commercial) for future commercial development. – Geary W. Williams.

Mr. Harrington opened the public hearing for Case 007-14.

Mr. Geary Williams, 2930 South Illinois Avenue, Joplin, appeared and stated that the lot in this request measures only 65 feet by 120 feet. The lot is adjacent and attached to the parcel that he already owns and wants to develop. All of the adjacent lots are already zoned C-3, and he believes the highest and best use of this parcel is to develop it for retail. The C-3 zoning would be a step in the right direction so this land could be developed to its highest potential.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 007-14.

MR. BROWN MOVED, SECONDED BY MR. EASTMAN, THAT CASE 007-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 007-14
Geary W. Williams
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-254 **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 C-1 and including in District C-3 property as described below and located at 2927 East 11th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. 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 C-1 and including same in District C-3:

The West one-half of Lots 9 and 10 of Campbell's 1st Addition 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 _____, 2014.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES February 18, 2014

CALL TO ORDER

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

ROLL CALL – all were present

INVOCATION - read by City Clerk, Barbara Hogelin

FLAG SALUTE – led by Mr. Seibert

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

Request to address Council from Charles McGrew, 2912 S. Minnesota, regarding the firing of the city manager. Motion by Mr. Glaze, Second by Mr. Woolston to allow Mr. McGrew additional time to speak. Motion carried 8-1 with Dr. Rosenberg voting no.

Motion by Mr. Glaze, Second by Mr. Golden to allow two additional requests on the agenda. A request from Ryan Jackson, 1929 S. Wall. regarding the direction the council has decided to take for our city and a request from Allyn Burt, 1010 E. 20th regarding the construction of his business on East 20th street.

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

Ryan Jackson, 1929 S. Wall, addressed Council with his concerns about the city.

Allyn Burt, 1010 E. 20th regarding the construction of his business on East 20th street.

Motion by Dr. Rosenberg, Second by Mr. Seibert, to allow additional time for Mr. Burt to speak. Motion carried, 9-0.

Mr. Shaw read a statement that he had prepared to the council, stating his thoughts that all of the council members as leaders must keep Joplin in our minds and work together for the good of our city.

PUBLIC HEARINGS

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

Minutes of the February 3, 2014 Council Meeting

Minutes of the February 4, Special Council Meeting

COUNCIL BILL NO.2014-106 - AN ORDINANCE approving all services and contract specifications as outlined and stated in the Request for Proposals for the Professional Technical Writing Services dated December 2, 2013, and specifically to assist City staff in compiling the EDA required Disaster Recovery Strategy Report, attached hereto and incorporated herein by reference in its entirety as Exhibit "A". All covenants, conditions, specifications and terms contained in Exhibit "A" are a part of this Agreement. Consultant's Proposal Letter dated January 6, 2014, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Exhibit "B". All covenants, conditions, specifications and terms contained in Exhibit "B" are a part of this Agreement. Ordinance No. 2014-017

RESOLUTIONS

ORDINANCES-EMERGENCIES

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

The Council Bill was declared Adopted and entitled Ordinance No. 2014-018

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Samuel L. Anselm for the purpose of employing him as Interim City Manager for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-108 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2014-108. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-019

AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 510 W. 16TH ST. in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred Ninety Five and 00/100 Dollar ($1,895.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2014-109 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No. 2014-109. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

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

AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 1702 S. Empire in the City of Joplin, Missouri, for the amount of Three Thousand Six Hundred Seventy Five and 00/100 Dollar ($3,675.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-111 - Motion by Mr. Woolston, Second by Mr. Golden to Strike Council Bill No. 2014-111 from the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

COUNCIL BILL NO. 2014-111 was STRICKEN from the AGENDA.

AN ORDINANCE approving compensation for the relocation of an existing waterline vault and backflow preventer at 1627 W.26th Street, property owned by William Cook as required for the 26th Street Widening Project; and authorizing the payment of Twenty Thousand Fifteen and 00/100 dollars ($20,015.00) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-450 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-450. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-021

AN ORDINANCE amending Chapter 62, Health and Sanitation, of the Joplin City Code by adding a new Section 62-31, Fees for communicable disease, general health and environmental services, of Article II. Administration, of Division I Generally, establishing authority for the director of public health and welfare to establish a schedule of fees for various communicable disease, general health and environmental services, and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-451 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-451. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-022

AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2015, for the amount of

Two Million Dollars and no Cents ($2,000,000.00), to support soil testing and remediation activities associated with tornado response; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-501 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2014-501. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-023

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Estate of Robert Newdigger, by and through Personal Representative Monte Mahan, for the purchase of approximately 13,000 square feet of land at 325 East 3rd Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-502 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2014-502. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-024

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations in various funds and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-604 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-604. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-025

AN ORDINANCE authorizing the purchase of a Wayfinding Signage System; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Woolston introduced Council Bill No. 2014-008 - Motion by Mr. Woolston, Second by Mr. Golden to Place Council Bill No. 2014-008 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO.2014-008

AN ORDINANCE amending Sec. 10-43. Review of application of Article II., Licenses of Chapter 10 Alcoholic Beverages of the Charter of the City of Joplin, Missouri to allow an applicant to more effectively coordinate with the licensing process of the state of Missouri.

Mr. Shaw introduced Council Bill No. 2014-110 - Motion by Mr. Shaw, Second by Mr. Scearce to Place Council Bill No. 2014-110 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO.2014-110

AN ORDINANCE approving the contract between the City of Joplin, Missouri and the City of Duenweg, Missouri, through their duly authorized representatives, for reimbursement from City of Duenweg, Missouri to city of Joplin, Missouri for Metro Area PublicTransit system (MAPS) providing bus rides and transportation to city of Duenweg, Missouri residents.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Shaw acknowledged Mike Palmer's retirement from Empire and thanked him for his service to our community.

Mayor Colbert-Kean stated she and representatives from Benjamin Moore Paint Co. will tour Joplin's revitalized downtown area on Thursday, February 20, beginning at 2 pm at City Hall. Joplin is one of 20 communities selected across North America for Benjamin Moore's *Main Street Matters* program. Several businesses on Joplin's Main Street will receive a fresh paint job.

There being no further business the meeting adjourned at 7:12p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: February 18, 2014

ITEM: Council Bill No. 2014-008 amending Section 10-43 of the Alcoholic Beverages Code of the City.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-008

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 2-10-14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 2/10/14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 2-10-14
HEATH DIRECTOR:	Dan Pekarek	**DATE:** 2-10-14
POLICE CHIEF:	Lane Roberts	**DATE:** 2-11-14
PUBLIC WORKS:	Nick Heatherly	**DATE:** 2/11/14

INTRODUCTION:

This Council Bill amends Section 10-43 of the Alcoholic Beverages code of the City.

DISCUSSION:

Under our current process, the applicant for a liquor license either by the drink or package, must make an application including a request for background check and must have all inspections complete before receiving the city license. The approval by the City is required before the applicant can receive a license from the State. Although it has rarely happened, businesses are invariably frightened that they will be ready to open, but will be unable to sell alcoholic beverages at their opening. Many cities around the State have adopted a policy whereby a conditional letter of approval is granted. This letter then is used to obtain the state license. No business, however, would be allowed to begin selling alcoholic beverages until such time as all inspections are complete and the final City License is issued.

RECOMMENDATION:

Staff recommends this Council Bill be approved.

BWH:ab
attachments

COUNCIL BILL NO. 2014-008 ORDINANCE NO. _____

AN ORDINANCE amending Sec. 10-43. Review of application. of Article II., Licenses of Chapter 10 Alcoholic Beverages of the Charter of the City of Joplin, Missouri to allow an applicant to more effectively coordinate with the licensing process of the state of Missouri.

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

Section 1. That Section 10-43. Review of application., of the Joplin City Code, be amended to read as follows:

"Sec. 10-43. Review of application.

The city attorney, after receipt of an application for a license required by this article, shall thereupon examine such application, and determine that such application is true and that it is not defective, illegal or fraudulent and that the applicant is not disqualified to hold such license, and that the proposed place of business is not illegally located, and that fraud or collusion has not been and is not being used to obtain such license. **The city attorney may issue a conditional letter of approval prior to the final inspection of the premises if he determines that the applicant is otherwise qualified to hold such a license and the proposed business is legally located. No License shall issue until all final inspections are approved and all other requirements are met**. The chief of police, the city planner and the city engineer shall provide such information to the city attorney as requested by him to assist the city attorney in determining if the applicant and the application are proper for the issuance of license.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 18, 2014

Item: COUNCIL BILL NO. 2014-110
Originating Department: PUBLIC WORKS - MAPS

Attachments: 1) Copy of Reimbursement Agreement (MAPS service to Duenweg)
2) Copy of Ordinance

Department Head: Nick Heatherly — Date: 2/10/14
Finance Department: Leslie Haase — Date: 2-10-14
City Attorney: Brian Head — Date: 2-11/14
Interim City Manager: Sam Anselm — Date: 2/10/14

Recommended Action: Authorization of execution of reimbursement agreement between the City of Joplin and the City of Duenweg for the Metro Area PublicTransit System (MAPS) to provide transit service to the residents of Duenweg.

Background: The City of Joplin has operated the Metro Area PublicTransit System (MAPS) and provided curb-to-curb public transit to residents of the MPO area since 1998. The main concentrations of riders reside within the cities of Joplin, Carl Junction, Carterville, Webb City, and Duquesne. In an effort to assist the City of Joplin with funding the 50% match requirement for operating expenses, these MAPS participating cities pay a per ride reimbursement to the City of Joplin for each of their resident's MAPS rides. MAPS provided 140,609 total rides in FY2012-2013 and 5.7% of those rides were for residents living in our participating cities.

Discussion: In the summer of 2013, the City of Duenweg asked to be included within the MAPS service area. City staff performed an operating cost analysis and determined the actual per ride cost paid by the City of Joplin is $3.00. Duenweg agreed to pay a per ride reimbursement to the City of Joplin according to the following price schedule:

November 1, 2013-October 31, 2014: $1.50
November 1, 2014-October 31, 2015: $2.00
November 1, 2015-October 31, 2016: $2.50
November 1, 2016-October 31, 2017: $3.00

Recommendation: Staff recommends authorizing the Interim City Manager to enter into an agreement with the City of Duenweg for reimbursement form City of Duenweg, Missouri to the City of Joplin for the City providing bus rides and transportation to City of Duenweg, Missouri residents.

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of December 2013, by and between the City of Joplin Missouri, a municipal corporation (the "City") and the City of Duenweg Missouri, (""), through their duly authorized representatives, for reimbursement from City of Duenweg Missouri to City for the City providing bus rides and transportation to City of Duenweg Missouri residents.

WITNESSETH:

WHEREAS, the City of Joplin operates the MAPS bus system that provides transportation to its residents in accordance with City of Joplin policies and procedures; and

WHEREAS, Recipient desires to contract with the City in order for the City to provide Recipient's residents with said transportation pursuant to the City's policies and procedures.

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

1. **TERM.** The term of this Agreement shall be for a period beginning on the date this Agreement is fully executed by the parties and shall be for a period of one (1) year. The Agreement will automatically be renewed for successive one (1) year terms, unless either party gives written notice to the other sixty (60) days before the expiration of the Agreement that is in effect at the time.

2. **SERVICE PROVIDED BY CITY.** The City will provide transportation to Recipient's residents on City's MAPS bus and transit system. The City has published policies and procedures as well as prices for the transportation costs to be paid by each rider. The City expects and requires that all riders follow the City's policies and rules when riding the MAPS bus and utilizing the MAPS system. The rider shall pay the City for the transportation pursuant to the City's published fare schedule.

3. **REIMSURSEMENT COST**. Recipient agrees that the City has various expenses in operating the MAPS bus system and desires to reimburse the City for providing this service to Recipient's residents. In consideration for the City providing this service, Recipient shall reimburse the City for each one-way ride given to Recipient's residents/riders according to the following price schedule:

a.	Beginning November 1, 2013 through October 31, 2014:	$1.50
b.	Beginning November 1, 2014 through October 31, 2015:	$2.00
c.	Beginning November 1, 2015 through October 31, 2016:	$2.50
d.	Beginning November 1, 2016 through October 31, 2017:	$3.00

The City shall submit an invoice for all costs related to the response to Recipient that shall be paid within thirty (30) days of receipt.

4. **TERMINATION.** Either party may at any time terminate this Agreement by giving sixty (60) days written notice.

5. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri. Any and all legal action necessary to enforce the Agreement will be held in Jasper County, Missouri, or in U.S. District Court for the Western District of Missouri, and the Agreement will be interpreted according to the laws of Missouri.

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

7. **ENTIRE AGREEMENT**. This Agreement (including any Attachments) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

8. **WAIVER OR BREACH**. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement.

9. **SEVERABILITY**. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of Joplin, Missouri, a Municipal Corporation

By: _____
Samuel L. Anselm, Interim City Manager

ATTEST:

By: _____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

By: _____
Brian W. Head, City Attorney

City of Duenweg, Missouri, a Municipal Corporation

By: Russell Olds
Russell Olds, Mayor

ATTEST:

By: Shirley J Lewis
Shirley J Lewis, City Clerk

COUNCIL BILL NO. 2014-110 ORDINANCE NO.

AN ORDINANCE approving the contract between the City of Joplin, Missouri and the City of Duenweg, Missouri, through their duly authorized representatives, for reimbursement from City of Duenweg, Missouri to City of Joplin, Missouri for Metro Area PublicTransit System (MAPS) providing bus rides and transportation to City of Duenweg, Missouri residents.

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

Section 1. That the Interim City Manager is hereby authorized to enter into a contract on behalf of the City of Joplin with the City of Duenweg.

Section 2. That the Reimbursement Agreement is attached hereto.

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 3, 2014

Item: COUNCIL BILL NO. 2014-255
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly NAH Date: 2/21/2014
City Attorney: Brian Head BH Date: 2/21/2014
Interim City Manager: Samuel L. Anselm SA Date: 2/21/14
Board or Commission: Planning and Zoning Commission MDW Date: 2/10/2014

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

SUMMARY/REQUEST:
Case 009-14: Northeast corner of 26th Street and Country Club Drive – A request for the review of a final plat for "Twin Hills Subdivision Plat 1" – Jerrod Hogan.

STAFF SUMMARY:
The final plat is for the Twin Hills Subdivision Plat 1, the first 12 lots of the Twin Hills Subdivision. The lots will be developed along the southern perimeter of the Twin Hills Golf & Country Club and will have golf course views and connection to the cart path.

Staff recommends approval of Case 009-14.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Jim Michel, Anderson Engineering, appeared on behalf of Jerrod Hogan to request the review of the final plat for Twin Hills Subdivision Phase 1 as submitted.

Mr. Eastman stated that a barbed wire fence currently exists along 26th Street. He asked Mr. Michel if he intends on fencing along 26th Street. He replied that any fencing would be in compliance with the City codes. He did not know if fencing would be required since the property would be residential.

Mr. Ramsour asked about Phase 2, and Mr. Michel showed the commissioners a diagram of the plat. Everything that is highlighted in yellow is Phase 1, with Phase 2 being highlighted in orange. Phase 3, the final phase, consists of four lots.

PUBLIC COMMENT: None.

Z&P Meeting: February 10, 2014
City Council Meeting: March 3, 2014

STAFF PLANNING REPORT
Final Plat

CASE 009-14:

Final Plat review for "Twin Hills Subdivision Plat 1."

NAME OF SUBDIVISION: Twin Hills Subdivision

LOCATION: Northeast corner of 26th & Country Club Drive

APPLICANT: Twin Hills Golf & Country Club, Inc. / Jerrod Hogan

PRESENT ZONING: R-1 (Single-Family)

PRESENT LAND USE: Golf Course/Country Club

SITE CONTEXT:

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

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
12	20,993 ft²	31,137 ft²	26,395 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 26th Street	Local	70'
S. Country Club Drive	Local	70'

DEDICATED STREET(S):

Dedicated street(s)	Width of street(s)
Golf Link Road	25' (total of 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:

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

Yes.

DISCUSSION

The final plat is for the Twin Hills Subdivision Plat 1, the first 12 lots of the Twin Hills Subdivision. The lots will be developed along the southern perimeter of the Twin Hills Golf & Country Club and will have golf course views and connection to the cart path.

Staff recommends approval of Case 009-14.

ENCLOSURES:

Final Plat – Twin Hills Subdivision Plat 1

RECEIVED 1-15-14

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case No.
~~Subdivision No.~~: 009-14
Date Filed: 1-15-14
Date of Meeting: 2-10-14
Fee: N/A

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

I. Name of Subdivision: TWIN HILLS SUBDIVISION PLAT 1

II. Name of Owner: TWIN HILLS GOLF & COUNTRY CLUB.

III. Name of Subdivider: SAME AS OWNER

IV. Name of Person who prepared the Plat: JERROD HOGAN, PLS

V. Date of Hearing: _____

VI. Location of Property by Streets: 26TH & COUNTRY CLUB DR

VII. Present Zoning of Property R-1

VIII. Present Uses of Property GOLF COURSE (VACANT)

IX. No. of Acres in Total Tract 11.4 No. of Lots 12

Instructions:

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

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

		Yes	No
C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	✓	
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	✓	
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	✓	
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	✓	
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	✓	
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission.	N/A	
I.	Building setback lines on the front and side streets with dimensions.	✓	
J.	Name and address of the registered land surveyor preparing the plat.	✓	
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	✓	
L.	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated.	✓	
XI.	Was the original on mylar, tracing cloth, or similar material, and were 25 copies submitted?	✓	

		Yes	No
XII.	Have all acknowledgments been signed?		
	A. Owner or owners and all mortgager.	(will prior to Recording).	
	B. Dedications or reservations.	✓	
	C. Surveyor preparing plat.	✓	
XII.	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?		
XIII.	Deed Restrictions:		
	A. Are any deed restrictions planned for subdivision?	✓	
	B. If so, has a copy been submitted?	(will prior to Recording).	

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

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

(will be determined prior to Recording)

XV. Are additional comments attached? ____ ____



0 312.5 625 1,250 1,875 2,500 Feet

Case 009-14: A request for the review of a Final Plat for "Twin Hills Subdivision Plat 1." Located at the northeast corner of 26th Street and Country Club Drive. - Jerrod Hogan

N

Case 008-14: Northeast corner of 26th Street and Country Club Drive – A request for the review of a preliminary plat for "Twin Hills Subdivision" – Jerrod Hogan.

Mr. Harrington opened the public comment period for Case 008-14.

Mr. Jim Michel, Anderson Engineering, 811 East Third Street, Joplin, appeared on behalf of Jerrod Hogan to request the review of the preliminary plat for Twin Hills Golf & Country Club. They ask that the approval be made for the preliminary plat for this subdivision.

Mr. Eastman stated that a barbed wire fence currently exists along 26th Street. He asked Mr. Michel if he intends on fencing along 26th Street. He replied that any fencing would be in compliance with the City codes. He did not know if fencing would be required since the property would be residential.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 008-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 008-14 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Case 009-14: Northeast corner of 26th Street and Country Club Drive – A request for the review of a final plat for "Twin Hills Subdivision Plat 1" – Jerrod Hogan.

Mr. Harrington opened the public comment period for Case 009-14.

Mr. Jim Michel, Anderson Engineering, 811 East Third Street, Joplin, appeared on behalf of Jerrod Hogan to request the review of the final plat for Twin Hills Subdivision Phase 1 as submitted.

Mr. Ramsour asked about Phase 2, and Mr. Michel showed the commissioners a diagram of the plat. Everything that is highlighted in yellow is Phase 1, with Phase 2 being highlighted in orange. Phase 3, the final phase, consists of four lots.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 009-14.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT THE FINAL PLAT AS PRESENTED IN CASE 009-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 009-14
Jerrod Hogan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-255 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for TWIN HILLS SUBDIVISION PLAT 1 located at the northeast corner of 26th Street and Country Club Drive in the City of Joplin, Jasper County, Missouri.

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

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

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of TWIN HILLS SUBDIVISION PLAT 1, described as follows:

A PARCEL OF LAND BEING A PART OF THE GRANTOR'S TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING THE SAME PARCEL AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 828, IN PAGE 190, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, THENCE ALONG THE WEST SECTION LINE, NORTH 01°55'14" EAST, 583.25 FEET; THENCE LEAVING SAID SECTION LINE, SOUTH 88°03'35" EAST, 183.46 FEET; THENCE SOUTH 00°19'17" EAST, 132.93 FEET; THENCE SOUTH 19°15'06" WEST, 68.80 FEET; THENCE SOUTH 06°17'29" WEST, 119.76 FEET; THENCE SOUTH 43°35'09" EAST, 69.88 FEET; THENCE NORTH 46°24'51" EAST, 23.15 FEET; THENCE SOUTH 90°00'00" EAST, 156.56 FEET; THENCE SOUTH 54°49'02" EAST, 171.48 FEET; THENCE NORTH 01°32'34" EAST, 14.41 FEET; THENCE NORTH 36°10'18" EAST, 70.60 FEET; THENCE 74.64 FEET ALONG A 58.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 79°25'25" WEST, WITH A DISTANCE OF 69.60 FEET; THENCE 10.30 FEET ALONG A 10.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 86°46'52" EAST, A DISTANCE OF 9.85 FEET; THENCE SOUTH 57°16'12" EAST, 55.23 FEET; THENCE 25.66 FEET ALONG A 25.00 FOOT RADIUS CURVE WITH AN CHORD BERING SOUTH 27°51'49" EAST, A DISTANCE OF 24.55 FEET; THENCE SOUTH 88°27'26"

EAST, 915.00 FEET; THENCE NORTH 01°32'34" EAST, 125.90 FEET; THENCE SOUTH 90°00'00" EAST, 147.14 FEET; THENCE SOUTH 84°34'51" EAST, 78.58 FEET; THENCE NORTH 64°01'26" EAST, 73.95 FEET; THENCE NORTH 90°00'00" EAST, 678.00 FEET, TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER; THENCE SOUTH 01°58'37" WEST, 254.67 FEET, TO THE CENTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER, NORTH 87°58'45" WEST, 2612.12 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 11.6 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC., DRAWING NUMBER JOP-100-3415.

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

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

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

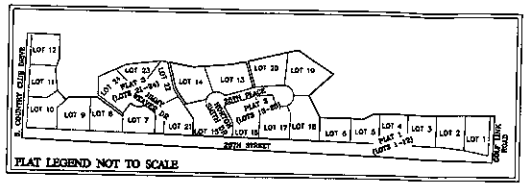
_____
Brian W. Head, City Attorney

FINAL PLAT OF
TWIN HILLS SUBDIVISION PLAT 1
CITY OF JOPLIN, JASPER COUNTY, MISSOURI



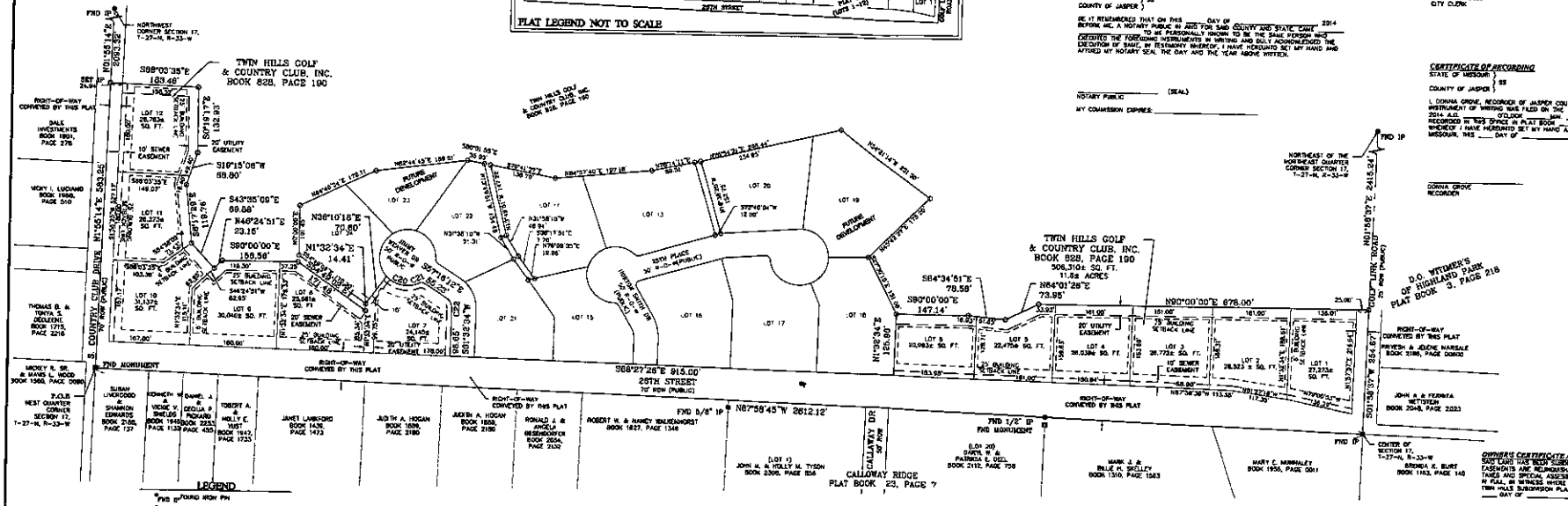
LOCATION SKETCH
SECTION 17
T 27 N, R 33 W
SCALE: 1"=2000'

CURVE TABLE					
CURVE #	DELTA	ARC LENGTH	RADIUS	BEARING	CHORD LEGTH
C20	73°46'13"	74.64'	58.00'	S79° 25' 25"E	69.60'
C21	39°01'25"	10.30'	10.00'	S66° 46' 32"E	9.85'
C22	50°48'48"	25.66'	28.00'	S27° 51' 49"E	24.55'



PLAT LEGEND NOT TO SCALE

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



LEGEND
FND IP FOUND IRON PIN
SET IP SET IRON PIN
PROPERTY LINE
EASEMENT LINE
BUILDING SETBACK LINE
EASEMENT LINE

ZONING DATA
SUBJECT PROPERTY IS ZONED R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT)

HEIGHT AND AREA REGULATIONS
BUILDING HEIGHT: NO BUILDING SHALL EXCEED 35 FEET OR 2-1/2 STORIES

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
REAR: 25'

NOTES
1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE

UTILITY NOTE
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. UTILITY LOCATE NUMBER 133336308.

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0035E WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IN FLOOD INSURANCE RATE AND COMMUNITY PANEL NO. 29097C0035E WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

SURVEY DESCRIPTION
A PARCEL OF LAND BEING A PART OF THE GRANTOR'S TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING THE SAME PARCEL AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 828, IN PAGE 190, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, THENCE ALONG THE WEST SECTION LINE, NORTH 01°34'14" EAST, 583.25 FEET; THENCE LEAVING SAID SECTION LINE, SOUTH 65°03'35" EAST, 163.46 FEET; THENCE SOUTH 89°58'17" EAST, 132.83 FEET; THENCE SOUTH 16°15'08" WEST, 88.90 FEET; THENCE SOUTH 89°05'35" EAST, 119.76 FEET; THENCE SOUTH 43°35'09" EAST, 69.88 FEET; THENCE NORTH 46°24'51" EAST, 23.16 FEET; THENCE SOUTH 89°00'00" EAST, 158.56 FEET; THENCE SOUTH 34°49'02" EAST, 175.48 FEET; THENCE NORTH 01°32'34" EAST, 14.41 FEET; THENCE NORTH 36°10'18" EAST, 79.80 FEET; THENCE 74.64 FEET ALONG A 58.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 79°25'25" WEST, WITH A DISTANCE OF 69.60 FEET; THENCE 10.30 FEET ALONG A 10.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 66°46'32" EAST, A DISTANCE OF 9.85 FEET; THENCE SOUTH 93°16'12" EAST, 56.33 FEET; THENCE 25.66 FEET ALONG A 28.00 FOOT RADIUS CURVE WITH AN CHORD BEING SOUTH 27°24'49" EAST, A DISTANCE OF 24.55 FEET; THENCE SOUTH 48°27'25" EAST, 215.00 FEET; THENCE NORTH 81°03'34" EAST, 125.89 FEET; THENCE SOUTH 89°00'00" EAST, 147.14 FEET; THENCE SOUTH 64°34'51" EAST, 78.58 FEET; THENCE NORTH 64°01'28" EAST, 73.95 FEET; THENCE NORTH 89°00'00" EAST, 675.00 FEET, TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER; THENCE SOUTH 01°58'37" WEST, 354.67 FEET, TO THE CENTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER, NORTH 87°58'45" WEST, 2612.12 FEET, TO THE POINT OF BEGINNING, ALL LYING IN THE SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, CONTAINING 11.8 ACRES, MORE OR LESS BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP-100-3415.

SUBDIVISION INFORMATION
TOTAL ACRES:	11.8±
ACREAGE OF DEDICATED STREET:	1.3±
MINIMUM LOT SIZE:	20,893± SQ. FT.
MAXIMUM LOT SIZE:	31,137± SQ. FT.
AVERAGE LOT SIZE:	28,395± SQ. FT.
TOTAL NO OF LOTS:	12
CURRENT ZONING:	R-1
SUBMITTAL DATE:	1-31-14
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF RYLE:	BK 828, PG 190
PRELIMINARY APPROVAL:	XX-XX-XXX
ACCURACY STANDARD:	URBAN

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, JERROD L. HOGAN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR SUBURBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE FEBRUARY 6, 2014

ANDERSON ENGINEERING, INC. L.C. 82
by

JERROD L. HOGAN
MO P.L.S. NO. 2004001333

STATE OF MISSOURI
JERROD L. HOGAN
NUMBER 2004001333
PROFESSIONAL LAND SURVEYOR

2-6-14
DATE

CITY APPROVAL
THIS PLAT OF TWIN HILLS SUBDIVISION PLAT 1, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL WAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____ DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____ 2014, OF JOPLIN, MISSOURI.

ATTEST:

MELODEE COLBERT - MEAN
MAYOR

BARBARA MCKEUM
CITY CLERK

NICK HEATHERLY
PUBLIC WORKS DIRECTOR

ACKNOWLEDGMENT
STATE OF MISSOURI }
COUNTY OF JASPER } SS

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2014 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____ TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____ (SEAL)
MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING
STATE OF MISSOURI }
COUNTY OF JASPER } SS

I, DONNA GROVE, RECORDER OF JASPER COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED ON THE _____ DAY OF _____ 2014 A.D. AT _____ O'CLOCK _____ M. DULY FOR RECORD AND IS RECORDED IN THIS OFFICE IN PLAT BOOK _____ AT PAGE _____ IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT CARTHAGE, MISSOURI, THIS _____ DAY OF _____ 2014.

DONNA GROVE
RECORDER

DEPUTY

OWNER'S CERTIFICATE AND DEDICATION
SAID OWNER HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN HEREON, STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL. IN WITNESS WHERE OF, I, _____, PRESIDENT OF TWIN HILLS SUBDIVISION PLAT 1, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____ 2014.

(Signed) _____

CERTIFICATE OF PLANNING AND ZONING COMMISSION
THIS PLAT OF TWIN HILLS SUBDIVISION PLAT 1 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2014.

BOB HARRINGTON
CHAIRMAN

SOURCE OF DEED
TWIN HILLS GOLF & COUNTRY CLUB, INC
BOOK 828, PAGE 190

DEVELOPER AND OWNER
TWIN HILLS GOLF & COUNTRY CLUB, INC.
ATTN: CURT CROSSLAND

ENGINEER AND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
W. CODY SEXTON, P.E.
JERROD L. HOGAN, P.L.S.

ANDERSON ENGINEERING, INC
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7369

FIELD: LB | DATE: 2-6-14 | JOP 100-3415
DRAWN: SLM | FIELD BK#:
CHECKED: JLH | JOB NO: 80097-13 | SHT. 1 OF 1 REV.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 3, 2014
Council Bill No. 2014-105

Item: Architecture Design Service Agreement with GLMV Architecture Inc. for the Police & Fire Training Facility

Originating Department: Public Works – Engineering

Attachments: 1) Contract Agreement
2) Council Bill No. 2014-105

Department Head: Nicholas A. Heatherly Date: 2/19/14
Finance Department: Leslie Haase Date: 2/24/14
City Attorney: Brian Head Date: 2/21/14
Interim City Manager: Sam Anselm Date: 2/21/14

Recommended Action: Approval of an Architecture Design Service Agreement with GLMV Architecture Inc. in the amount of $323,964.00 for architecture design services.

Background: The City has a career fire and police departments which serve 50,000 residents and a day-time population of over 270,000. Joplin City limits contain over 45 square miles and have been growing at a steady pace. In order to keep up with the growth of the City both the fire and police departments have had to increase staffing. Training of these new recruits as well as getting continuing education for experienced public safety personnel have become paramount. The Public Safety Training Facility will allow us to train locally without incurring ever increasing travel and training costs.

In November of 2006 the citizens of Joplin passed a Public Safety Sales Tax Initiative which provides for a Regional Public Safety Training Facility. In April of 2011, the Joplin City Council authorized the release of a RFQ for design services for the Public Safety Training facility.

Discussion: A request for qualifications was sent to consultants in May of 2011 and due to the 2011 tornado the selection of consultants was put on hold. In August of 2013 companies that had submitted qualifications were contacted and were allowed to update their presentations and six firms resubmitted qualifications. Staff reviewed qualifications and GLMV Architecture Inc. was chosen for this particular project. The fee for services is within industry standards.

Recommendation: It is recommended that an award of the architecture design service agreement with GLMV Architecture Inc. not to exceed the amount of $323,964.00 for architectural and design services.

AIA® Document B101™ – 2007

RECEIVED
FEB 12 2014
City of Joplin

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of March in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801

and the Architect:
(Name, legal status, address and other information)

GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

Architect's Project Number 13061.000

for the following Project:
(Name, location and detailed description)

Joplin Public Safety Training Facility
5102 N. Swede Lane
Joplin, Missouri

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

October 2014

.2 Substantial Completion date:

October 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's Services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the Professional Services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its Services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this Contract is signed by the Architect. 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 such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

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

b. **Commercial General Liability Insurance**, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Four Million and no/100 Dollars ($4,000,000.00) annual aggregate. Architect agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Architect, its employees, officers or agents. Architect agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Limit requirements can be met with a combination of primary and excess liability policies.

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

d. **Errors and Omissions Insurance**. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00. The policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the Project.

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering Services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's Services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its Services with those Services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of Services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such Services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's Services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information which was gathered in the programming phase, shall review laws, codes, and regulations applicable to the Architect's Services in effect at the date of this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services, such as LEED certification, as Additional Services. LEED Certification is not required.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect will meet with code and planning officials having jurisdiction.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall review with the Owner their process in obtaining bids. Since the Owner's process is not currently known, the Services to be provided will be determined at a later date.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

(Paragraph deleted)

.1 distributing the Bidding Documents electronically to prospective bidders through a Plan Room;

.2 conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.4 attending the opening of the bids. The Owner will distribute the bidding results.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS N/A

(Paragraphs deleted)

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§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's Services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's

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Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Architect/Owner	2007 Exhibit A
§ 4.1.2	Multiple preliminary designs		2007 Exhibit A Program
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	2007 Exhibit A Program
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Architect	2007 Exhibit A
§ 4.1.8	Landscape design	Architect	2007 Exhibit A
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	2007 Exhibit A
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	2007 Exhibit A
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings		By Contractor
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	

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§ 4.1.20	Telecommunications/data design	Architect	Architect shall provide for cable trays and conduit, but no hardware or wiring
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	Architect shall provide Floor Plans showing general location of furniture
§ 4.1.28	Geotechnical Services	Owner	Owner will provide these services through a third party
§ 4.1.29	Ground-Penetrating Radar	Not Provided	Not provided, but can be provided and Architect would recommend
§ 4.1.30	Materials Testing	Owner	Owner will provide these services through a third party
§ 4.1.31	Special Inspections	Owner	Owner will provide these services through a third party
§ 4.1.32	Surveying	Owner	Owner will provide these services through a third party
§ 4.1.33	Digital Modeling of the Facility	Not Provided	
§ 4.1.34	Audio-Visual Consultant	Owner	Owner will provide these services at this time. Owner will coordinate with A/E to determine routing of conduit, cable trays, HVAC for server rooms, etc. This can be added as Additional Services if desired by the Owner at a later date.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See AIA Document B101 – 2007 Exhibit A.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for Services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those Services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those Services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 The following are the number of trips per discipline during construction administration:

Architect:	32
Civil Engineer:	4
Structural Engineer:	5
Mechanical Engineer:	5
Electrical Engineer:	3
Plumbing Engineer:	2
Total:	51

§ 4.3.4 If the Services covered by this Agreement have not been completed within twenty-six (26) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's Services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the

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Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's Services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those Services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of Services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the Services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such Services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the Services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's Services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's Services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the

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preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such Services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

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Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing Services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner will be responsible for all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive against the other consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 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 binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's Services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Joplin, Missouri, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation and venue shall be in the Circuit Court of Jasper County, Missouri

[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of Services under this Agreement. If the Architect elects to suspend Services, the Architect shall give seven days' written notice to the Owner before suspending Services. In the event of a suspension of Services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

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Services. Before resuming Services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's Services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's Services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause, subject to payment to the Architect for the value of Services rendered up to the time of termination.

§ 9.6 In the event of termination as provided in Section 9.5, the Architect shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Missouri, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, Services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

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confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform Services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum amount of $299,713.79, plus Reimbursable Expenses
or
plus estimated Reimbursable Expenses of $24,250.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)
A lump sum amount to be agreed upon by both parties prior to beginning in a signed writing.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Paragraph deleted)
A lump sum amount to be agreed upon by both parties prior to beginning.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below, and shall be agreed to by both parties in a signed writing prior to any such work being performed.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of Services shall be as follows:

Programming Phase	eleven	percent (	11	%)
Schematic Design Phase	twelve	percent (	12	%)
Design Development Phase	eighteen	percent (	18	%)
Construction Documents Phase	twenty-two	percent (	22	%)
Bidding or Negotiation Phase	three	percent (	3	%)
Construction Phase	thirty-four	percent (	34	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraph deleted)
§
§ 11.7 The hourly billing rates for Services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	**Rate**
GLMV Standard Billing Rates	
Principal	$150
Project Manager	$143

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Project Architect	$112
Architect II	$90
Architect I	$80
Landscape Architect	$90
Interior Designer I	$70
Specification Writer	$112
Administrative Assistant	$66
FSC Hourly Rates	
Fire Protection Engineer	$135
Project Manager	$125
Fire Protection Specialist	$115
Senior Mechanical/Electrical Engineer	$105
Mechanical/Electrical Engineer	$95
Mechanical/Electrical	$85
CAD Technician	$65
Administrative/Clerical	$55
PEC Hourly Rates	
Senior Civil Engineer	$145
Civil Engineer	$75
Tech	$85
CADD	$18
Structural Engineer	$100

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner in writing;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Deleted
.9 All taxes levied on reimbursable expenses;
.10 Site office expenses if approved by Owner in a signed writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3 or 9.5, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

An amount to be determined by the Architect plus a signed release, paid prior to the release of the Instruments of Service. The Instruments of Service shall include all engineering disciplines included in this Agreement.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for Services shall be made monthly in proportion to Services performed. Payments are due and payable upon presentation of the Architect's invoice.

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(Paragraphs deleted)
City agrees to pay within 30 days.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and Services performed on the basis of hourly rates shall be available to the Owner with all invoices.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 SALES TAX

In the event the laws of the State of Kansas or Missouri should change in such a way so as to require the Architect to charge sales tax for the Services and Reimbursable Expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the Compensation otherwise due under this Agreement.

12.2 MUTUAL INDEMNITY

12.2.1 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Architect's indemnity and hold harmless liability shall be subject to the Limitation of Liability amount set forth in Section 12.3.

12.2.2 Deleted.

12.2.3 Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12.3 LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, insurers, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total amount of the Architect's Fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12.4 AVAILABILITY OF PROFESSIONAL LIABILITY INSURANCE

The Architect agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

12.5 ATTORNEYS' FEES

In the event of any dispute resolution arising from or related to this Agreement or the Services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by mediation or arbitration, the term "prevailing party" shall be determined by that process.

12.6 UTILIZING CAD DRAWINGS

12.6.1 In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Architect, the Owner covenants and agrees that all such drawings and data are instruments of service of the Architect, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and

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other rights, including copyrights. The Owner and the Architect agree that any CAD files prepared by either party shall conform to the specifications listed in the attached Exhibit. The electronic files submitted by the Architect to the Owner are submitted for an acceptance period of 60 days. Any defects the Owner discovers during this period will be reported to the Architect and will be corrected as part of the Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services. Electronic files will be submitted to the City at the start of construction.

12.6.2 The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.

12.6.3 Deleted.

12.6.4 Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

12.7 SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.

12.8 SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

12.9 CERTIFICATIONS, GUARANTEES AND WARRANTIES

The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architects having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolutions of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

12.10 FORCE MAJEURE

The Owner shall not hold the Architect responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the Architect, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12.11 EXCLUDED SERVICES (IF APPLICABLE)

12.11.1 In addition to the Basic Services to be provided under this Agreement, the Architect has offered and recommended to the Owner certain other Services, which the Architect deems necessary or advisable for the project. The Owner has declined to include such Services in this Agreement and has decided to obtain those Services from another source or to forgo those Services. The following recommended Services are therefore excluded from this Agreement:

12.11.2 The Architect reviewed all Services included in Section 4.1 with the Owner. The table represents the outcome of those discussions and lists the responsibility for those Services.

12.11.3 Deleted.

12.12 SUSPENSION OF SERVICE

12.12.1 Deleted.

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12.12.2 If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Architect may suspend performance of Services upon seven calendar days' notice to the Owner. The Architect shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Architect to suspend Services, the Architect shall resume Services and there shall be an equitable adjustment to the remaining Project Schedule and Fees as a result of the suspension.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form of Agreement Between Owner and Architect

(Paragraphs deleted)

.2 AIA Document B101 – 2007 Exhibit A

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
	Kile R. Morrison, AIA, DBIA
	Vice President
(Printed name and title)	*(Printed name and title)*

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AIA® Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

Joplin Public Safety Training Facility
5102 N. Swede Lane
Joplin, Missouri

THE OWNER:
(Name, legal status and address)

City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801

THE ARCHITECT:
(Name, legal status and address)

GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

Architect's Project 13061.000

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The final facility specifications shall be dependent upon user input during the needs assessment or programming phase of the Project. The Scope of Services will be to program and design the Public Safety Training building and site features, such as parking, immediately adjacent to the building. The fire training tower and site design for training props and training pads are not included in this work.

It is anticipated that the building will be approximately 20,000 square feet. The building will be located on Lot 1, which is approximately 6.95 acres and located south of the Joplin Regional Airport and the location of the former FEMA housing related to the Joplin tornado. The site is approximately 674 feet in the east-west direction and approximately

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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449 feet in the north-south direction. The City will provide the geotechnical reports, boundary and topographic survey, and the location of the public and private utilities and services.

1. The building may contain the following functions. Some of these may be included in multipurpose spaces. Additional functions may be identified in the program verification stage of design:
   a. Staff offices
   b. Reception areas
   c. Classrooms for multi-agency use
   d. Room with auditorium-style seating
   e. Conference room
   f. Break room
   g. General storage
   h. Building maintenance areas
   i. Video training and/or viewing
   j. Training equipment storage rooms
   k. Fitness center
   l. Locker rooms with showers
   m. Computer rooms, which may include specialized computer training
   n. Law Enforcement Simulator room
   o. Secured weapon storage for visitors of the building
   p. Defensive tactics

2. Site planning for the Training Building will include parking for visitors, employees, and students.

3. The following items are assumed to not be part of the Scope of Services:
   a. Indoor running track
   b. Firing range
   c. Driving range
   d. Ammunition, weapon, and target storage
   e. Driving pad
   f. K-9 training area
   g. SWAT training obstacles
   h. Four-story tower with multiple burn rooms and additional training props for situation-based training to include structural fire attack, search and rescue, ventilation, and forcible entry training.
   i. Assorted paved training pads for various rescue and hazardous materials training.
   j. Future development of an Aircraft Rescue and Firefighting (ARFF) area for joint use between the Joplin Fire Department and the Joplin Regional Airport Fire Department.
   k. Specifications for audio/visual equipment.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

The Owner's budget is $2,300,000 for a 20,000-square-foot Public Safety Training Facility which includes sitework for Lot 1, which is a 6.95 acre site.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

The anticipated schedule is:

   a. Programming start late January or early February 2014.
   b. Programming and development of Plans and Specifications, six-month duration. Completed approximately 180 days after start of the Project.
   c. Bidding start late August or early September 2014 and completion and award approximately 60 days following start of the bidding.
   d. Construction start November 2014
   e. Construction complete November 2015
   f. Functional testing December 2015 and January 2016
   g. Operational Startup/Project Close March 2016

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§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

The intended method of procurement is competitive bid.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

The site environmental will be the Owner's responsibility.

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

The Owner's representative is not identified at this time.

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

The persons or entities who are required to review the submittals are the Police and Fire Departments. Those individuals will be determined at a later date.

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Geotechnical and survey, including topography and legal descriptions. Those firms and individuals have not been identified.

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Ivan D. Veldhuizen, AIA, LEED AP BD+C
GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Professional Engineering Consultants, P.A.
104 S. Pine
Pittsburg, KS 66762

.2 Mechanical Engineer

FSC MEP
9225 Indian Creek Parkway, Suite 300
Overland Park, KS 66210

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.3 Electrical Engineer

FSC MEP
9225 Indian Creek Parkway, Suite 300
Overland Park, KS 66210

.4 Civil Engineer

Professional Engineering Consultants, P.A.
104 S. Pine
Pittsburg, KS 66762

.5 Fire Protection Engineer

FSC MEP
9225 Indian Creek Parkway, Suite 300
Overland Park, KS 66210

§ **A.2.5.2** Consultants retained under Additional Services:

There are currently no consultants retained under Additional Services.

§ **A.2.6** Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

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User Notes: (1298282345)

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

POLICY DECLARATIONS
COMMERCIAL EXCESS LIABILITY
(UMBRELLA) INSURANCE POLICY

POLICY NO.: CUP-7C031045-13-47-
ISSUE DATE: 12/24/2013

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
GLMV ARCHITECTURE, INC;
AND AS PER CG D0 74
1525 E DOUGLAS
WICHITA KS 67211

THIS POLICY DOES NOT
COVER LIABILITY
ARISING OUT OF
ASBESTOS MATERIAL
SEE ENDORSEMENT
UM 01 96 07 96

2. THE NAMED INSURED IS A:

[X] CORPORATION [ ] SOLE PROPRIETOR [ ] PARTNERSHIP OR JOINT VENTURE [ ] OTHER

3. POLICY PERIOD: From 12/31/2013 to 12/31/2014 12:01 A.M. Standard Time at your mailing address.

4. PREMIUM: * $ 2,880 [X] Flat Charge [ ] Adjustable (See premium schedule)
* SEE END. CG D0 31 10 91

5. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	4,000,000	**Products/Completed Operations Aggregate**
	4,000,000	**General Aggregate**
COVERAGE A - **Bodily Injury and Property Damage Liability**	4,000,000	**any one occurrence** subject to the Products/ Completed Operations and the General Aggregate Limits
COVERAGE B - **Personal and Advertising Injury Liability**	4,000,000	**any one person or organization** subject to the General Aggregate Limit of Liability
RETAINED LIMIT	10,000	**any one occurrence or offense**

6. SCHEDULE OF UNDERLYING INSURANCE:

POLICY	LIMITS (000 omitted)	COVERAGE	COMPANY
SEE ENDORSEMENT CG D0 23 04 96			

7. On the effective date shown in Item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form UM 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:
SEE END. IL T8 01 01 01

NAME AND ADDRESS OF AGENT OR BROKER:
IMA INC
PO BOX 2992 BPG33
WICHITA KS 67201-2992

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

CG T0 14 04 96
OFFICE: RETAIL A&E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/10/2014

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

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

PRODUCER CA#0H64724 1-913-982-3650 IMA, Inc. (NE Kansas Division) 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED GLMV Architecture, Inc. 1525 E. Douglas Avenue Wichita, KS 67211	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TRAVELERS IND CO OF AMER — 25666 INSURER B: TRAVELERS IND CO OF CT — 25682 INSURER C: TRAVELERS IND CO — 25658 INSURER D: STANDARD FIRE INS CO — 19070 INSURER E: ACE AMER INS CO — 22667 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 38427057 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			6807C028526TIA13	12/31/13	12/31/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BA6C18155913GRP	12/31/13	12/31/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP007C031045	12/31/13	12/31/14	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XCUB4014T76413	12/31/13	12/31/14	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Architects & Engineers Professional Liability			EONG24576498004	12/31/13	12/31/14	Each Claim Policy Aggregate	1,000,000 1,000,000

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

RE: Joplin Public Safety Training Facility; 5102 N. Swede Lane, Joplin, MO
City of Joplin, MO is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER

City of Joplin, MO

602 S. Main Street

Joplin, MO 64801 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

S Mark W

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GLMVArchitecture

EXECUTIVE FEE PROPOSAL SUMMARY

JOPLIN PUBLIC SAFETY CENTER
Architect - Engineer Fixed Price Contract,
GLMV Architecture PREPARED BY: Ivan Veldhuizen

Proposal Date December 23, 2013
GLMV PROJECT NO. 13061
February 18, 2014

PROGRAMMING PHASE		
	TOTAL AMOUNT PROGRAMMING PHASE	$ 32,676.49
PROJECT DESIGN		
	TOTAL AMOUNT PROJECT DESIGN	$ 166,186.62
CONSTRUCTION ADMINISTRATION		
	TOTAL AMOUNT CONSTRUCTION ADMINISTRATION	$ 100,850.68
TOTAL FEE for DESIGN, PROGRAMMING AND CONSTRUCTION ADMINSTRATION		$ 299,713.79

ESTIMATED PROJECT EXPENSES		
PROGRAMMING PHASE		
	ESTIMATED EXPENSES	$ 3,320.51
PROJECT DESIGN		
	ESTIMATED EXPENSES	$ 12,542.38
CONSTRUCTION ADMINISTRATION		
	ESTIMATED EXPENSES	$ 8,387.32
TOTAL ESTIMATED EXPENSES		$ 24,250.21

$ 323,964.00

COUNCIL BILL NO. 2014- 105

ORDINANCE NO.

AN ORDINANCE approving a agreement for GLMV Architecture Inc. for Three Hundred Twenty Three Thousand Nine Hundred Sixty Four and no/100 Dollars ($323,964.00) for Architectural and Design Services for the Police and Fire Training Facility and containing an emergency clause.

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

Section 1. Approval of an agreement with GLMV Architecture Inc. for Three Hundred Twenty Three Thousand Nine Hundred Sixty Four and no/100 Dollars ($323,964.00) for Architectural and Design Services for the Police and Fire Training Facility 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 General Fund No. 001-6275-510-8005.

Section 2. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with GMLV Architecture Inc.

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

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

_____, 2014 by a _____ vote.

ATTEST:

_____
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 General Fund No. 001-6275-510-8005 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: March 3, 2014

Item: COUNCIL BILL NO. 2014-112
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 112
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wickland — Date: 2-20-14
Department Head: Nick Heatherly — Date: 2/20/14
Finance Department: Leslie Haase — Date: 2/24/14
City Attorney: Brian Head — Date: 2/21/14
Interim City Manager: Samuel L. Anselm — Date: 2/21/14

Recommended Action: Approval of Contract with JRB Industries to remove the structures and any remaining debris including foundation and footings located at 209 E. 16TH ST.

Summary: The above listed address was "tagged" as a dangerous building on August 15, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 14, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on February 19, 2014. At that time bids were received as follows:

B & D Yard builders	$ 2,545.00
JRB Industries	$ 2,150.00

Staff recommends that the demolition contract be awarded to JRB Industries.

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


COUNCIL BILL 2014-112







CLOSING DATE:	19-Feb-2014	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Elizabeth Willhite
Demolition		LOCATION:	209 E. 16th Street

COMPANY	BIDS
B & D Yardbuilders	$2,545.00
JRB Industries	$2,150.00

COUNCIL BILL NO. 2014 – 112 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 209 E. 16TH ST. in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Fifty and 00/100 Dollar ($2,150.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with JRB Industries in the amount of Two Thousand One Hundred Fifty and 00/100 Dollars ($2,150.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 209 E. 16TH ST.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 209 E. 16TH ST. and legally described as:

ALL OF THE WEST 30 FEET OF LOT NUMBERED TWENTY-SIX (26) IN COX PARK ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

_____, 2014, by a _____ vote.

_____
Melodee Colbert Kean - Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

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

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 3, 2014

COUNCIL BILL 2014-503
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: COOPERATIVE AGREEMENT, EXHIBIT "A"

Finance Director: Leslie Haase LH	**Date:** 2-24-14
City Attorney: Brian Head BH	**Date:** 2/24/14
City Manager: Sam Anselm SA	**Date:** 2/24/14

INTRODUCTION:
This Council Bill approves an updated Agreement with Jasper County to collect real property taxes on behalf of the City.

DISCUSSION:
The City of Joplin entered into an agreement with the Jasper County Collector in February of 1998 to collect the real property taxes on behalf of the City. The agreement was updated in 2011 to comply with State Statute. The County Collector has requested another update to the agreement. This agreement will allow the City to receive interest on all delinquent taxes. This amount ranges from 2% to 18%, depending on the month the delinquent taxes are paid. Prior to this, the County retained the interest on the total amount paid.

The City wishes to continue the relationship that allows the County to collect the real property taxes on behalf of the City.

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

COUNCIL BILL NO. 2014-503 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and Jasper County, Missouri to provide for the collection of City of Joplin real property taxes through the County real estate property tax bills; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin approved an agreement with the Jasper County Collector in February of 1998 and updated it in 2011 to collect the real property taxes on behalf of the City; and,

WHEREAS, the Jasper County Collector has requested a change to certain language in the Agreement; and,

WHEREAS, the City of Joplin desires to adopt a new agreement in its entirety;

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

Section 1. That the Agreement by and between the City of Joplin and Jasper County, Missouri to collect City of Joplin real property taxes through the County real estate property tax bills, 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 is hereby authorized and directed to execute said Agreement by 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, subparagraph (1), 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 _____, 2014, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

COUNCIL BILL NO. 2014-503 **ORDINANCE NO.**

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st **day of** February, **20** 14, **by and between the City of** Joplin, **Missouri, a municipal corporation, and hereinafter "City," and Stephen H. Holt, duly elected County Collector of Jasper County, Missouri, and hereinafter "Collector," and the Jasper County Commission of Jasper County, hereinafter "County Commission," of the following terms and conditions.**

WHEREAS, it is desired and intended by this Cooperative Agreement that the parties set forth hereinafter shall enter into an agreement as permitted by Sections 70.220 to 70.320 inclusive, and Sections 140.670 to 140.750 inclusive, of the Revised Statutes of Missouri, for the cooperative efforts to collect the taxes of the City of Joplin, **Missouri on property located within the boundaries of said city, which is located in Jasper County, Missouri.**

Now, THEREFORE, it is hereby mutually agreed as follows:

1. **The COUNTY COMMISSION covenants and agrees:**

   a. **That it will maintain and permit the use of its computer terminal facilities and its office and staff facilities in the development, mailing, and collection of city tax assessments and notices to all applicable residents of the City of** Joplin, **Missouri.**

   b. **That it will cooperate with the County Collector and with the officials of the City of** Joplin **to act toward the effectuation and execution of this agreement.**

2. **The City covenants and agrees:**

   a. **To be responsible for the computer programming. The cost of the computer programming to be paid directly to the programmer.**

   b. **To compensate the Jasper County Collector for the services provided by him at the rate of four percent (4%) of the total amount of the taxes collected by the Collector for the City, together with the penalty charge as prescribed by law, on amounts collected from taxpayers on delinquent taxes.**

3. **The Collector covenants and agrees:**

a. **To his best professional efforts to effectuate the collection of the City taxes, as set forth herein, by all lawful and proper means.**

b. **To maintain reasonable and appropriate accounting and depository records and to pay the taxes collected by him in accordance with this agreement to the City of** Joplin .

c. **That the Collector agrees to pay the taxes collected by him for the previous month not later than the fifteenth day of the following month.**

d. **That it will provide to the City a copy of the original tax printout not later than a date to be agreed upon each year, and said printouts shall include a list of all taxpayers, assessments and other pertinent information necessary to the tax billing for the City.**

e. **That it will collect and forward to the City, on a monthly account basis, all taxes collected by the County on behalf of the City, together with the appropriate bookkeeping information and date which is reasonable and required by law, by the City for its tax records.**

f. **That the 4% collector commission be paid to the Jasper County Treasurer, with billing to be made by the Collector.**

g. **It is also agreed, that the entire 4% of the commission fee be paid to the County Treasurer, to be placed in the General Revenue Fund. In the event that the Collector Tax Maintenance Fund that is currently in effect is eliminated, the entire 4% will then be placed in a newly created Jasper County Collector TMF which is currently operated under section 52.312, 52.315, 52.317 RSMO..**

h. **That the County Collector will not receive any additional compensation in the form of salary, for this service to the City.**

i. That the Collector will pay the city the amount of interest collected on late taxes collected by the Office. The amount of interest earned by the deposited funds will also be distributed to the city.

4. It is contemplated by this agreement and understood by the parties that the City tax shall be added to and included on the County tax statements as an additional political subdivision and additional statements, envelopes, postage or other supplies will not be required.

5. It is further contemplated by this agreement and understood by the parties as follows:

   a. That as provided by Section 140.680 RSMo., the power to collect the real and personal property taxes for the City is hereby granted to the Collector.

   b. That as provided by Section 140.690, RSMo., real property is in all cases liable for all taxes due the City and a lien is created for all these taxes, and the interest and costs provided by law, the same as for State and County taxes, which lien shall be enforced as in Chapter 140 RSMo. is provided.

   c. That this agreement shall serve as a revision contract for any previous contract made by the Collector and the City.

6. That the term of this contract will begin February 1, 2014.

7. The contract shall continue in force from year to year unless the City or the Collector give the other party written notice to terminate, by certified mail, not later than March 1. Any request for amendments to or modification of this contract by the City or Collector shall be submitted in the manner and by the date specified for termination notices.

8. All accounting and reconciliation will be made as the date of termination. Any change in laws and regulations which substantially change or effects the responsibilities or performance of the parties hereto shall make this agreement voidable, at the option of the party or parties so affected.

9. **Upon the termination of this contract without further renewal, the Collector shall make available to the City any such existing records under his control as may be necessary for the City to undertake the collection of taxes assessed on City property in the City of Joplin, Missouri in the year after termination.**

Attest:

CITY OF Joplin, MISSOURI

_____
City Clerk

By_____
Mayor

Approved as to Form:

By_____
Finance Director

_____
City Attorney

By_____
City Manager

Attest:

JASPER COUNTY COLLECTOR

By_____
County Collector

_____
County Clerk

By_____
Presiding Commissioner

_____
County Counselor

By_____
Western District Commissioner

By_____
Eastern District Commissioner

FIRST READING

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 3, 2014

Item: Council Bill 2014-113
Originating Department: Planning and Community Development

Attachments: 1) MOU Agreement
2) Council Bill
3) Exhibit "A" – Council Briefing

P & CD Manager: Troy Bolander T.B.	Date: 2-24-14
Department Head: Nick Heatherly	Date: 2/24/14
Interim City Manager: Sam Anselm	Date: 2/24/14
Finance Department: Leslie HAASE LH	Date: 2-24-14
City Attorney: Brian Head	Date: 2/24/14

Recommended Action: Approval of Council Bill 2014-113

SUMMARY:
The City has been afforded a unique and extremely low-cost opportunity to acquire approximately 8 acres of undeveloped land adjacent and contiguous to Campbell Parkway to add to the parks system. This is property that the city has long been interested in remaining undeveloped for stormwater quality improvements and greenway expansion opportunities. The property will be improved as a grassland demonstration area in partnership with the Trustees.

Acquisition and improvement funding will be provided by the US Fish and Wildlife Service to Missouri Prairie Foundation. The City will be responsible for survey costs and installation of a provided fence along the north property. After the improvement period, the City will take possession of the property from the Trustees.

RECOMMENDATION:
Staff recommends approval of the MOU Agreement that will ultimately result in a unique community asset and an increase in public park property.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES FISH & WILDLIFE SERVICE, MISSOURI DEPARTMENT OF NATURAL RESOURCES, MISSOURI PRAIRIE FOUNDATION, AND THE CITY OF JOPLIN

This Memorandum of Understanding (MOU) is entered into by the U.S. Fish & Wildlife Service (USFWS), Missouri Department of Natural Resources (MDNR) (jointly called "Trustees"), Missouri Prairie Foundation (MPF), and the City Of Joplin. The Trustees enter into this MOU in recognition of their common interests in a parcel of land within the City of Joplin, Missouri. It is the intent of all parties to restore this area for the benefit of the public and wildlife, and to do so by working efficiently among the parties.

W I T N E S S E T H:

WHEREAS, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and its implementing regulations provide the Trustees with the authority to use recovered natural resource damages to restore, replace, rehabilitate or acquire the equivalent of the natural resources that have been injured, in accordance with a Springfield Plateau Regional Restoration Plan;

WHEREAS, The Springfield Plateau Regional Restoration Plan provides for acquisition and restoration of degraded prairies;

WHEREAS, a landowner owns certain real estate at 2700 East 15th Street in the City of Joplin, Missouri and wishes to sell the real estate subject to certain deed restrictions that are consistent with the use of the real estate for a prairie grass preservation area and future part of the City of Joplin's park system;

WHEREAS, acquisition and preservation of the property would preserve some areas of existing high quality upland resources and improve the ecological functions of the remaining unrestored property;

WHEREAS, The Missouri Prairie Foundation will purchase the real estate from the landowner, subject to certain deed restrictions to be included in a conservation easement, as described in paragraph 2 below, with funds from a federal grant administered by the U.S. Fish and Wildlife Service;

WHEREAS, The Missouri Prairie Foundation, in conjunction with the U.S. Fish and Wildlife Service, will manage and improve the property into a prairie grass, wild flower and nature preservation area for a five (5) year period from the date the real estate is deeded; or until such time as the property is deeded to another party approved by the Trustees and that will manage the property for the purpose of natural resource restoration and protection through habitat preservation;

WHEREAS, at or prior to the five (5) year period, the Missouri Prairie Foundation will deed the real estate to the City of Joplin, subject to the same deed restrictions, for the City's use of the real estate as a park area.

NOW, THEREFORE, the parties do hereby agree as follows:

Term. This Agreement shall be terminated upon the conveyance of the subject real estate from the MPF to the City of Joplin, or to such other entity as approved by the Trustees, and the entity will manage the property for the purpose of natural resource restoration and protection through habitat preservation.

1. Purchase Price. The MPF anticipates paying the sum of Twelve Thousand Dollars ($12,000.00) per acre to the landowner for a portion of the lot currently located at 2700 East 15th Street. The survey of this portion shall be paid for by the City of Joplin.

2. Deed Restrictions. The landowner shall convey the property to the MPF with the understanding that certain recorded deed restrictions will be covenants running with the land, including, but not limited to, the following: The land shall be used as a prairie grassland area and park in perpetuity. No structures shall be placed on the real estate. Walking paths may be constructed on the real estate with minimal signage, if any, to describe the prairie grass area or give directions. The conservation easement will be drafted by the Trustees, held by MDNR, and recorded by MPF simultaneous with the recording of the deed. Access to the real estate shall be from the southwest edge of the real estate, from the area where the old fire station at the corner of Murphy Boulevard and 20th Street intersect, and/or from the adjoining northeast Campbell Parkway property, and/or from the east Texas Avenue city-owned street easements at 17th and 18th Streets.

3. Use of Real Estate After Acquisition. The MPF and the U.S. Fish and Wildlife Service will have the exclusive right to establish, restore, develop and maintain the real estate as a prairie grassland habitat and nature area, using native grasses and plants, to be more fully described in a restoration plan. The U.S. Fish and Wildlife Service shall have access to the property for these purposes. The exact scope of work for the restoration plan will be contained in a cooperative agreement to be written between the U.S. Fish and Wildlife Service and MPF.

4. Use of Real Estate After Conveyed to City of Joplin. When the City of Joplin is conveyed the real estate, subject to certain deed restrictions as identified above and in the conservation easement and deed, it will incorporate the area into its park system consistent with the terms in this Agreement. The City will own the real estate but maintenance will be contracted with another entity that specializes in prairie maintenance to manage the real estate consistent with a maintenance plan to be written by the Trustees. Funds from the Trustees will be available for maintenance activities (such as burning or spraying for exotic weeds) for 75 years after the maintenance phase begins, via contracts managed by the Trustees. The intended purpose of the maintenance is to maintain or improve the quality of prairie habitat established at the end of the restoration phase. The City of Joplin will need to mow once per year at a maximum, at their own expense, to prevent the encroachment of undesirable trees.

5. Date of Conveyance. Within five years from the acquisition of the parcels by MPF, MPF shall convey the real estate to the City of Joplin at no cost, and Joplin will accept said conveyance. It is the intent of all parties hereto that MPF and the US Fish and Wildlife Service

have control of the real estate for the period prior to transfer of the property to the City of Joplin in order for the grasses and vegetation to be properly established.

6. Miscellaneous.

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

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

C. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by all parties.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

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

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

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES FISH & WILDLIFE SERVICE, MISSOURI DEPARTMENT OF NATURAL RESOURCES, MISSOURI PRAIRIE FOUNDATION, AND THE CITY OF JOPLIN

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation (CITY)

_____ _____

Samuel Anselm, Date
Interim City Manager

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES FISH & WILDLIFE SERVICE, MISSOURI DEPARTMENT OF NATURAL RESOURCES, MISSOURI PRAIRIE FOUNDATION, AND THE CITY OF JOPLIN

MISSOURI PRAIRIE FOUNDATION

_____ _____

Carol Davit, Date
Executive Director

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES FISH & WILDLIFE SERVICE, MISSOURI DEPARTMENT OF NATURAL RESOURCES, MISSOURI PRAIRIE FOUNDATION, AND THE CITY OF JOPLIN

MISSOURI DEPARTMENT OF NATURAL RESOURCES

_____ _____

Sara Parker Pauley, Director

Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES FISH & WILDLIFE SERVICE, MISSOURI DEPARTMENT OF NATURAL RESOURCES, MISSOURI PRAIRIE FOUNDATION, AND THE CITY OF JOPLIN

U.S. DEPARTMENT OF THE INTERIOR

_____ _____

Dr. Benjamin Tuggle, Date
Authorized Official
Regional Director, Region 2, U.S. Fish & Wildlife Service

COUNCIL BILL NO. 2014-113 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding (MOU) by the U.S. Fish & Wildlife Service (USFWS), Missouri Department of Natural Resources (MDNR) (jointly called "Trustees"), Missouri Prairie Foundation ("MPF"), and the City Of Joplin ("Joplin"). The Trustees enter into this MOU in recognition of their common interests in a parcel of land within the City of Joplin, Missouri. It is the intent of all parties to restore this area for the benefit of the public and wildlife, and to do so by working efficiently among the partners.

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

Section 1. That the MOU Agreement by and between the Trustees is hereby approved.

Section 2. That the Interim City Manager is hereby authorized and directed to execute said MOU Agreement and other documents necessary to complete the agreement by and on behalf of the City of Joplin, Missouri.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Tony Robyn
Disaster Recovery Coordinator
Joplin Planning and Community Development
January 22, 2014 (revised)

CAMPBELL PARKWAY PROPERTY AQUISITION

Overview

With minimal cost to the City, we have been afforded a unique opportunity to acquire approximately 8 acres of undeveloped land adjacent and contiguous to Campbell Parkway to add to the parks system. Prior to the May 2011 tornado, this lot was primarily wooded and is now heavily damaged with dead and dying trees. This is property that the City has long been interested in remaining undeveloped for stormwater quality improvement and greenway expansion opportunities.

Background

The current landowner has had the property since the 1970s. The owner has expressed interest in selling the property at fair market value as long as it is agreed that it be retained as green park space accessible the community.

The United States Fish and Wildlife Service (USFWS) has agreed to provide property acquisition funds and future maintenance funds through their Mined Lands Remediation Fund. They will contract with Missouri Prairie Foundation to acquire, clean up and restore the property as a prairie-savanna wildflower demonstration area prior to turning over to the city. The property still has significant tree damage from the 2011 tornado and USFW is supportive of having a natural green space with native plants, educational graphics, and trails. Retaining viable large trees is acceptable. Given proximity of the new high school, the Missouri Department of Conservation and Audubon are interested in utilizing the area for student learning and stewardship activities.

In discussions with the city manager, planning and community development director, CVB director, stormwater engineer, and parks director, we believe this area would be a significant addition to the parks system and would add one more unique amenity to a suite of redevelopment efforts in the community for citizens and visitors alike. Joplin currently has approximately 950 acres of parks, including the 120 acre golf course, and lags slightly behind the national average ratio of park acres per citizen.

With this in mind, this acquisition conforms to the goals of Parks, CVB, and Public Works Departments. Furthermore, this type of project adheres to the overall goals of the Citizens Advisory Recovery Team recommendations adopted by the city council.

In addition:

- Dynamic public parks provide Joplin citizens with the opportunity to get outdoors, explore, and be physically active. Having close-to-home access to places where people can recreate was cited as important to Joplin citizens in the 2010 Parks Survey. More than just mowed green spaces, a variety of park types and settings provide enjoyment to broad cross sections of community stakeholders like walkers, joggers, bicyclists, canoeists, birders and wildflower enthusiasts.
- Parks also have real economic benefits and proximity to a community park has proven to improve property value. Parks improve the quality of life and make communities more livable and desirable for businesses and homeowners.[i]
- Given the intense redevelopment efforts along 20th Street, additional park space will enhance growth and provide additional vegetative buffers to residential homes and developments. More importantly, this parcel will also act as a natural sound barrier, groundwater recharge area, and stormwater protection, while providing reductions in heat island effects, and carbon uptake from abundant trees and vegetation. The city will gain stormwater credit with the state for this type of amenity.
- Parks preserve critical open space. As our community redevelops we have an opportunity to maintain natural open space providing recreational and educational opportunity for children and families. We are fortunate that this property holds an impressive stand of historic prairie grasses and wildflowers that once dominated the Joplin region for residents and visitors to enjoy.
- Parks provide a meeting place where citizens can develop and strengthen social and family ties at playgrounds, picnics, and parties, and where healthy behavior is modeled and admired.[i]

Timing and Maintenance

In early 2014, the USFWS will work out acquisition details and develop a recommended management plan for the property at no cost to the city. Once the Council Bill is approved, the Missouri Prairie Foundation will have up to five years to remediate the property prior to turning over to the city. The property would then be integrated into the Joplin Parks system. Due to the more natural condition of the site to be maintained, minimal annual maintenance will be required. The management plan will include annual maintenance costs to be provided to the city from USFWS for 75 years.

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[i] http://www.americantrails.org/resources/economics/Economic-Benefits-Trails-Open-Space-Walkable-Community.html