INFORMAL AGENDA

October 7, 2013

5:15 p.m.

1. Insurance Update from Segal: final budget on premium rates & renewal information.

2. Additional information on school district funding request. – Leslie Haase

3. Council to select the Employer (Council) representative for the Lagers Conference October 24-25, at the University Plaza, Springfield, MO

4. Any other business

COUNCIL A G E N D A

October 7, 2013

6:00 P.M., Council Chambers

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

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations
1. Recognition to Ervin Wilson for completing terms on the ADA Commission and Board of Adjustment.

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings
Public Hearing Procedures

1. COUNCIL BILL NO. 2013-292 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri. (Requested by Kyle Denham. Planning and Zoning recommended tabling this item).

2. RESOLUTION NO. 2013-027 - A RESOLUTION granting a Special Use Permit (First Request) to Tropicana Bar & Grill, LLC for the development of a parking lot located at 2401 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by Tropicana Bar and Grill LLC. Planning and Zoning recommended approval for a permanent special use permit).

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.

8. Consent Agenda

1. Minutes of the September 23, 2013 meeting

2. COUNCIL BILL NO. 2013-298 - AN ORDINANCE Request to Review the Final Plat for THE CVS FIRST ADDITION TO THE CITY OF JOPLIN located at the southeast corner of 32nd Street and Hearne's Boulevard in the City of Joplin, Newton County, Missouri. (Requested by CVS 10160 MO LLC Orange Development. Planning and Zoning recommended approval).

3. COUNCIL BILL NO. 2013-629 - AN ORDINANCE approving the application of Historic Murphysburg's DickensFest, Spiva Center for the Art's PhotoSpiva, Joplin Memorial Run, Rufus Racing's Summer Roundup Triathlon Weekend, Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, Joplin Disc Golf Club, Salvation Army Chicago Staff Band, MSSU Homecoming Celebration for utilization of FY2014 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

9. Resolutions

1. RESOLUTION NO. 2013-028 - A RESOLUTION authorizing the filing of an application with the Environmental Protection Agency, United States of America for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466,et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-013 - AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and Commissioners' Fees in the case styled City of Joplin, Missouri v. Grande Tire Co., Inc., et al, Case No. 13AO-CC00207, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TC-0505, to complete the acquisition of right-of-way across property generally located at 20th & Maiden Lane, in Joplin, Jasper County, Missouri; and containing an emergency clause.

2. COUNCIL BILL NO. 2013-231 - AN ORDINANCE approving a contract with Yakel Painting Company in the amount of Twenty Eight Thousand Three Hundred Ninety Two and 80/100 Dollars ($28,392.80) for the Painting Decorative and Parking Lot Lights 2013 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

3. COUNCIL BILL NO. 2013-235 - AN ORDINANCE approving the purchase of right of way and easements from property at 1420 E. 20th Street, located in the Northeast Quarter (NE1/4) of Section 14, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Hundred Forty Thousand, Five Hundred Thirty-Four and 00/100 dollars ($240,534.00) and containing an emergency clause.

4. COUNCIL BILL NO. 2013-236 - AN ORDINANCE approving the purchase of right of way from property at 2002 Arizona Avenue, consisting of Lot Numbered Thirty-Three (33), in Kindred's Replant, being part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Eighteen Thousand and 00/100 dollars ($18,000.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2013-237- AN ORDINANCE approving the agreement between the City of Joplin and Anderson Engineering in the amount of Forty-One Thousand Eight Hundred Ninety and No/100 Dollars ($41,890.00) for property negotiation services for the Zora Widening Project from Highview to Missouri Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

6. COUNCIL BILL NO. 2013-238 - AN ORDINANCE approving the agreement between the City of Joplin and Sage Valuations in the amount of Sixty-Four Thousand and No/100 Dollars ($64,000.00) for appraisal services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

7. COUNCIL BILL NO. 2013- 239 - AN ORDINANCE approving the agreement between the City of Joplin and LSA Appraisals in the amount of Thirty-One Thousand Five Hundred and No/100 Dollars ($31,500.00) for review appraisal services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

8. COUNCIL BILL NO. 2013-240- AN ORDINANCE approving the agreement between the City of Joplin and Anderson Engineering in the amount of Sixty-One Thousand Four Hundred and No/100 Dollars ($61,400.00) for negotiation services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

9. COUNCIL BILL NO. 2013 – 241 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree Service for the demolition of the structure(s) and clearing of lot area located at 1212 Broadway in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred Fifty and 00/100 Dollar ($1,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

10. COUNCIL BILL NO. 2013-242 -AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2013, through October 31, 2014, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization;

authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause

11. COUNCIL BILL NO. 2013-402 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertains to 2013 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

12. COUNCIL BILL NO. 2013-403 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2013 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

13. COUNCIL BILL NO.2013-404 - AN ORDINANCE is approving and Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

14. COUNCIL BILL NO. 2013-627-AN ORDINANCE approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Service Road at the Joplin Regional Airport; and containing an emergency basis.

15. COUNCIL BILL NO. 2013-628-AN ORDINANCE approval of Amendment to the Original Agreement by and between the City of Joplin and Garver, LLC for Construction Observation Services for the Service Road construction at the Joplin Regional Airport; and containing an emergency basis.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

1. COUNCIL BILL NO. 2013-297 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri.

13. Unfinished Business

14. New Business

1. Case 061-13: 2816 S. Main Street – A request for a Site Plan Review for Neotech Solutions, a proposed commercial/office development in a C-3 PD (Commercial – Planned Development) zoning district. – Neotech Solutions, Inc.

Notice posted at 4:30p.m. on this the 3rd day of October, 2013. (RSMo 610.020)

PUBLIC HEARINGS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: COUNCIL BILL NO. 2013-292
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm SA Date: 9/27/2013
City Attorney: Brian Head BH Date: 9/30/13
City Manager: R. Mark Rohr (R) Date: 9/27/13
Board or Commission: Planning and Zoning Commission MAW Date: 9/9/2013

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

SUMMARY/REQUEST:
Case 052-13: Beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues – A request for the vacation of a 20 foot wide public alley – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
This is the final portion of an alley that once ran between Sixth and Seventh Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons. The school will have better control on the traffic flow by vacating the public alley.

The vacation request will complete the vacation of the remaining portion of the alley between Sixth and Seventh Streets and between Picher and Gray.

Staff recommends approval of Case 052-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright presented a letter from Kyle Denham stating he would not be able to attend the public hearing. He would like to table this request again while the school district makes future plans for their FEMA shelter addition onto West Central Elementary School. They have acquired the house to the west, with this sale becoming official in November. They may vacate not only the alley, but the utility easement as well.

PUBLIC COMMENT:
None.

Z&P Meeting: September 9, 2013
City Council Meeting: October 7, 2013

STAFF PLANNING REPORT
Vacation

CASE 052-13:

A request for the vacation of a 20 foot wide public alley.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

REPRESENTATIVE: N/A

LOCATION: North of 7th Street between Picher and Gray

EXISTING CONDITIONS:

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

REASON FOR VACATION:

This is the final portion of an alley that once ran between 6th and 7th Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons. The school will have better control on the traffic flow by vacating the public alley.

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 between 6th and 7th Streets and between Picher and Gray.

Staff recommends approval of Case 052-13.

ENCLOSURES: None

RECEIVED
6-18-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

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

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

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

Address: 303 S. MAIN JOPLIN MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☐

Other (Please specify)_____

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

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

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

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

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

   ~~No~~

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

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

V. Required Attachments:

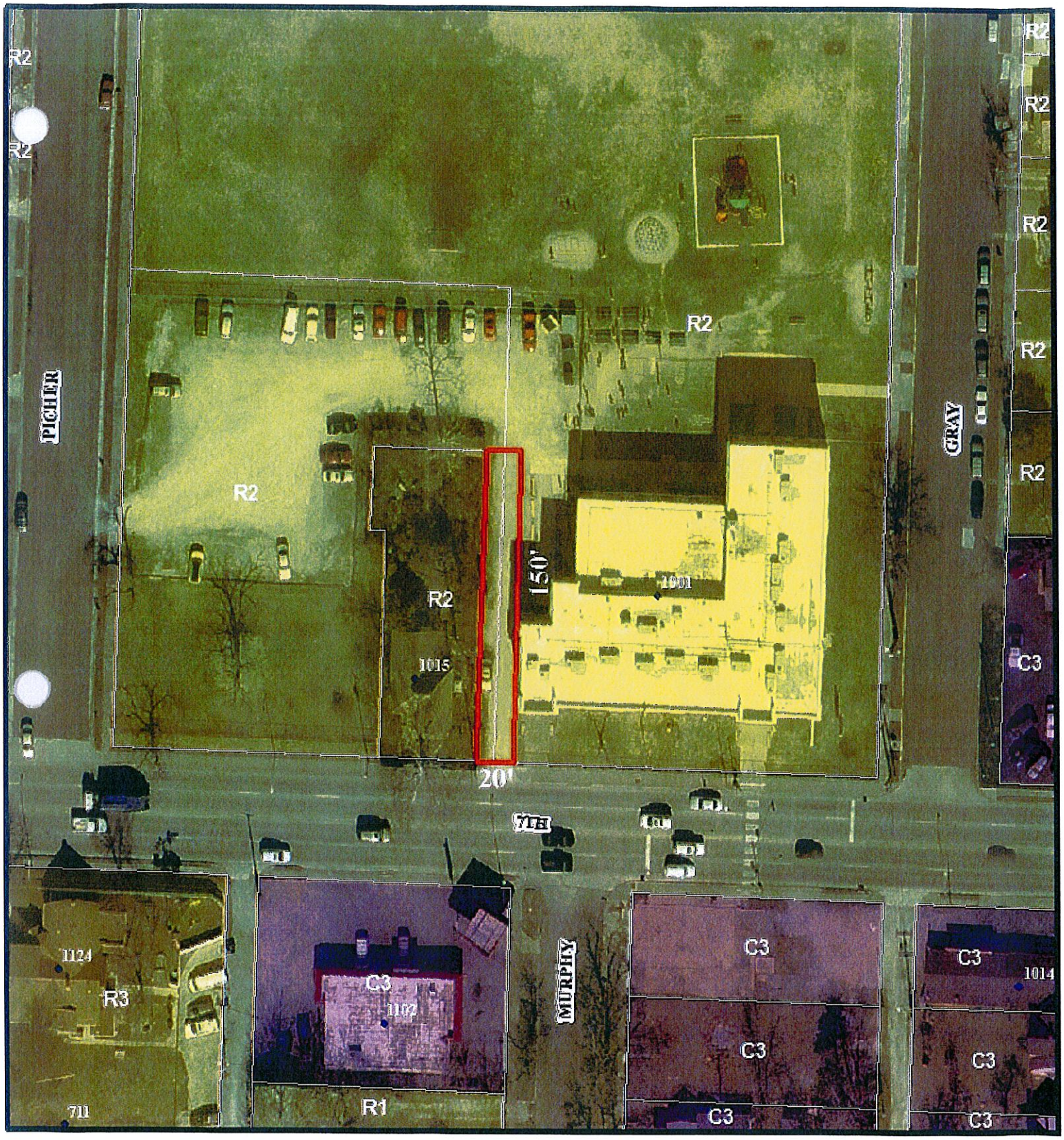
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

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

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

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

Kyle Denham


R2
R2
R2

Case 052-13: Beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues – A request for the vacation of a 20 foot wide public alley – Kyle Denham, on behalf of Joplin Schools.

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

Mr. Wright presented a letter from Kyle Denham stating he would not be able to attend the public hearing. He would like to table this request again while the school district makes future plans for their FEMA shelter addition onto West Central Elementary School. They have acquired the house to the west, with this sale becoming official in November. They may vacate not only the alley, but the utility easement as well.

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

MR. EASTMAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 052-13 BE TABLED PENDING THE JOPLIN SCHOOL DISTRICT'S DETERMINATION WHETHER OR NOT TO ALSO VACATE THE UTILITY EASEMENT, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

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

COUNCIL BILL NO. 2013-292 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> The portion of the north-south public alley extending from the north line of Lot Five (5) in J.C. Sherer's Sub-Division of Lots 33, 34, 35 and 36 in Gray's Addition to the City of Joplin, south to the north right-of-way line of Seventh Street.

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 _____, 2013.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: RESOLUTION NO. 2013-027
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm S Date: 9/27/2013
City Attorney: Brian Head BH Date: 9/30/13
City Manager: R. Mark Rohr CJ Date: 9/27/13
Board or Commission: Planning and Zoning Commission MDW Date: 9/9/2013

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

SUMMARY/REQUEST:
Case 060-13: 2401 South Joplin Avenue – A request for a permanent Special Use Permit (First Request) for the development of a parking lot – Tropicana Bar and Grill, LLC.

STAFF SUMMARY:
The applicant is requesting a special use permit for the development of a parking lot at 2401 South Joplin Avenue. The applicant has provided the necessary screening from adjacent residential properties, including a 6' vinyl fence and landscaping. This parking lot will provide 11 spaces to serve customers of the Tropicana Bar & Grill, to be located east of the alley at 2402 South Main Street.

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

1. This Special Use Permit is issued to Tropicana Bar and Grill, LLC for the development of a parking lot at 2401 South Joplin Avenue.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Amanda Giebler, Tropicana Bar and Grill, appeared to request a Special Use Permit for the property at 2401 South Joplin Avenue. She stated that their existing location will be used by CVS Pharmacy, so the Tropicana Bar and Grill will be moving hopefully to the southwest corner of 24th and Main Streets. She hopes to use the property on Joplin for additional parking.

Ms. Giebler has submitted a preliminary drawing to the City staff. She plans to meet the City's requirements by erecting privacy fencing and planting of shrubbery and trees.

Mr. Duncan asked Ms. Giebler if she plans 11 parking spaces, and she replied that is correct.

Mr. Duncan asked Ms. Giebler if this meets the City Code requirements on square footage, and she replied that it does. A few additional parking spaces will be provided directly behind the building.

Ms. Giebler has also discussed some options with facing the parking spaces towards 24th Street and placing privacy fencing there so the headlights are not shining into the neighborhood.

Mr. Ramsour asked Ms. Giebler if she currently owns just one lot on Main Street, and she replied that is correct. She purchased one lot on Main Street.

Mr. Ramsour asked Ms. Giebler about the size of the proposed building, and she replied 36 feet by 72 feet.

Mr. Cortez asked Ms. Giebler about parking space at that building, and she replied that there are four spaces behind the building. Since she has a lot of business during the daytime, on-street parking is available along both sides of Main Street and along the side streets.

Mr. Ramsour asked Ms. Giebler how many parking spaces she has in her current location, and she was not sure of the number of spaces.

Mr. Ramsour asked Ms. Giebler if the amount of parking space would be sufficient with her parking lot and the on-street parking. She replied yes, in that she hopes to generate more foot traffic in this area. She discussed the potential development near 26th Street and discussed the need for a more pedestrian-friendly area. Her building plans show a covered seating area along Main Street and along 24th Street.

Mr. Duncan asked Mr. Wright if he has reviewed this drawing, and if the 10-foot landscaped area meets the City requirements. He replied that Ms. Giebler has provided the 10-foot buffer on the south side of the property, which will contain their privacy fence and landscaping.

Mr. Wright stated that the Giebler's will also try to fit their stormwater detention in that area as well to aid with runoff from the parking lot. The City staff has also visited with them about possibly flipping the entrance to the south and having the parking on the north side, considering its proximity to the intersection of 24th Street and Joplin Avenue. Other Special Use Permits have been approved for 50-foot lots along Joplin Avenue.

PUBLIC COMMENT:

Dr. Troy Farris, P.O. Box 2682, Joplin, Missouri, appeared in opposition to the request and stated that he owns the property at 2405 South Joplin Avenue, which is immediately south of the property in this request.

Dr. Farris has owned his property for 15 years, with a house being located on that property prior to the tornado. He wishes to also rebuild there and construct a new house. He expressed concerns regarding decreased residential property values once the parking lot comes in.

Dr. Farris understood through the City's master developer that the parking lot requirements would not be sufficient, in that they are requiring one parking space per 2.5 seats in that business. He expressed concern that the proposed development would not meet those requirements with the building specifications Ms. Giebler is submitting.

Mr. Wright stated that Tropicana Bar and Grill received a variance at the last Board of Adjustment meeting for their parking spaces. Given their location and the size of the lot, they did receive a variance that would allow the spaces to be reduced from one space per 2.5 seats to one space per five seats.

Mr. Cortez asked Dr. Farris if he has immediate plans to reconstruct a home on Joplin Avenue, and he replied yes. He has been rebuilding a business that he lost, and once he completes that business, he will rebuild on that property. He plans to do that within the next year.

Mr. Cortez asked Dr. Farris if this will be a rental property and not his primary residence, and he replied that is correct.

Mr. Eastman asked Dr. Farris if he is aware that the Citizen Advisory Recovery Team (CART) has recommended commercial zoning for the property along the east side of Joplin Avenue. Dr. Farris understood that but stated that he has used that property for the last 15 years. He doesn't have any plans to rezone the property to commercial and has used the property as a rental home. He stated that his lot is fairly narrow and really wouldn't warrant him to build anything other than a small rental home.

Dr. Farris noticed that the Giebler's have the incorrect markings on that lot. They have staked the lot halfway into the property line of his property. They have marked the property line in the center of his prior house. He would like for the City staff to review that again and make sure the dimensions for 2401 South Joplin are correct.

Z&P Meeting: September 9, 2013
City Council Meeting: October 7, 2013

STAFF PLANNING REPORT
Special Use Permit

CASE 060-13:

A request for a permanent Special Use Permit (1st Request) for the development of a parking lot at 2401 S. Joplin Avenue.

APPLICANT: Tropicana Bar & Grill, LLC

LOCATION: 2401 S. Joplin Avenue

REQUESTED USE: Parking lot

CORRIDOR: South Main Street

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant	50' x 120' / 6,000 ft² / .14 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	R-1
Land Use	Single-Family	Commercial (future site of Tropicana)	Single-Family (Vacant lot)	Single-Family (Vacant lot)

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Joplin Avenue	Minor Arterial	60'

The parking will also have access from the alley to the east.

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

No.

DISCUSSION:

The applicant is requesting a special use permit for the development of a parking lot at 2401 S. Joplin Avenue. The applicant has provided the necessary screening from adjacent residential properties, including a 6' vinyl fence and landscaping. This parking lot will provide 11 spaces to serve customers of the Tropicana Bar & Grill, to be located east of the alley at 2402 S. Main Street.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Tropicana Bar & Grill, LLC for the development of a parking lot at 2401 S. Joplin Avenue.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 060-13.

ENCLOSURES:

RECEIVED 7/26/13

CITY OF JOPLIN, MISSOURI

SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case No.: 060-13
Filing Fee: $350.00
Date Advertised: 9-25-13
Date Notices Sent: 8-26-13
Public Hearing Date: 9-9-13

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

APPLICANT: Tropicana Bar and Grill, LLC PHONE: 417-782-4849

ADDRESS: 3215 S. Main St. Joplin, MO ZIP: 64804

OWNER: Adam + Amanda Giebler PHONE: 417-540-5328

ADDRESS: 606 North Pearl Ave. Joplin, MO ZIP: 64801

LOCATION OF PROPERTY: 2401 Joplin St. Joplin, MO

LEGAL DESCRIPTION: All of LOT Numbered Ten (10) in O'Keefe's Second Addition to the City of Joplin, Jasper County, Missouri, According to the recorded plat thereof.

PRESENT ZONING CLASSIFICATION: R1 ACREAGE: 0.14

PRESENT USE OF PROPERTY: empty lot

PROPOSED LAND USE ACTIVITY: parking lot for Tropicana (located to east)

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	residential (home)	R1
South	empty lot	R1
East	empty lot - future site of Tropicana	C3
West	empty lot	R1

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

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

Should this special use be valid only for a specific time period? Yes _____ No ✓

If Yes, what length of time? _____

SIGNATURE: Amanda K Siebl DATE: 07/22/13

BY: _____ TITLE: Owner

Attachments Required:

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

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



0 65 130 260 390 520 Feet

Case 060-13: A request for a permanent Special Use Permit (1st request) for the development of a parking lot at 2401 S. Joplin Avenue, - Tropicana Bar & Grill, LLC

N

Case 060-13: 2401 South Joplin Avenue – A request for a permanent Special Use Permit (First Request) for the development of a parking lot – Tropicana Bar and Grill LLC.

Mr. Harrington opened the public hearing for Case 060-13.

Ms. Amanda Giebler, Tropicana Bar and Grill, 3215 South Main Street, Joplin, appeared to request a Special Use Permit for the property at 2401 South Joplin Avenue. She stated that their existing location will be used by CVS Pharmacy, so the Tropicana Bar and Grill will be moving hopefully to the southwest corner of 24th and Main Streets. She hopes to use the property on Joplin for additional parking.

Ms. Giebler has submitted a preliminary drawing to the City staff. She plans to meet the City's requirements by erecting privacy fencing and planting of shrubbery and trees.

Mr. Duncan asked Ms. Giebler if she plans 11 parking spaces, and she replied that is correct.

Mr. Duncan asked Ms. Giebler if this meets the City Code requirements on square footage, and she replied that it does. A few additional parking spaces will be provided directly behind the building.

Ms. Giebler has also discussed some options with facing the parking spaces towards 24th Street and placing privacy fencing there so the headlights are not shining into the neighborhood.

Mr. Ramsour asked Ms. Giebler if she currently owns just one lot on Main Street, and she replied that is correct. She purchased one lot on Main Street.

Mr. Ramsour asked Ms. Giebler about the size of the proposed building, and she replied 36 feet by 72 feet.

Mr. Cortez asked Ms. Giebler about parking space at that building, and she replied that there are four spaces behind the building. Since she has a lot of business during the daytime, on-street parking is available along both sides of Main Street and along the side streets.

Mr. Ramsour asked Ms. Giebler how many parking spaces she has in her current location, and she was not sure of the number of spaces.

Mr. Ramsour asked Ms. Giebler if the amount of parking space would be sufficient with her parking lot and the on-street parking. She replied yes, in that she hopes to generate more foot traffic in this area. She discussed the potential development near 26th Street and discussed the need for a more pedestrian-friendly area. Her building plans show a covered seating area along Main Street and along 24th Street.

Mr. Harrington asked for comments from the audience.

Dr. Troy Farris, P.O. Box 2682, Joplin, Missouri, appeared in opposition to the request and stated that he owns the property at 2405 South Joplin Avenue, which is immediately south of the property in this request.

Dr. Farris has owned his property for 15 years, with a house being located on that property prior to the tornado. He wishes to also rebuild there and construct a new house. He expressed concerns regarding decreased residential property values once the parking lot comes in.

Dr. Farris understood through the City's master developer that the parking lot requirements would not be sufficient, in that they are requiring one parking space per 2.5 seats in that business. He expressed concern that the proposed development would not meet those requirements with the building specifications Ms. Giebler is submitting.

Mr. Wright stated that Tropicana Bar and Grill received a variance at the last Board of Adjustment meeting for their parking spaces. Given their location and the size of the lot, they did receive a variance that would allow the spaces to be reduced from one space per 2.5 seats to one space per five seats.

Dr. Farris felt that his family would be losing the property value that they have had for the last 15 years.

Mr. Cortez asked Dr. Farris if he has immediate plans to reconstruct a home on Joplin Avenue, and he replied yes. He has been rebuilding a business that he lost, and once he completes that business, he will rebuild on that property. He plans to do that within the next year.

Mr. Cortez asked Dr. Farris if this will be a rental property and not his primary residence, and he replied that is correct.

Mr. Eastman asked Dr. Farris if he is aware that the Citizen Advisory Recovery Team (CART) has recommended commercial zoning for the property along the east side of Joplin Avenue. Dr. Farris understood that but stated that he has used that property for the last 15 years. He doesn't have any plans to rezone the property to commercial and has used the property as a rental home. He stated that his lot is fairly narrow and really wouldn't warrant him to build anything other than a small rental home.

Mr. Duncan asked Mr. Wright if he has reviewed this drawing, and if the 10-foot landscaped area meets the City requirements. He replied that Ms. Giebler has provided the 10-foot buffer on the south side of the property, which will contain their privacy fence and landscaping.

Mr. Wright stated that the Giebler's will also try to fit their stormwater detention in that area as well to aid with runoff from the parking lot. The City staff has also visited with them about possibly flipping the entrance to the south and having the parking on the north side, considering its proximity to the intersection of 24th Street and Joplin Avenue. Other Special Use Permits have been approved for 50-foot lots along Joplin Avenue.

Dr. Farris drove by the property before this hearing and noticed that the Giebler's have the incorrect markings on that lot. They have staked the lot halfway into the property line of his property. They have marked the property line in the center of his prior house. He would like for the City staff to review that again and make sure the dimensions for 2401 South Joplin are correct.

Mr. Harrington asked Ms. Giebler if she has had the lot at 2401 South Joplin surveyed, and she has not. She explained that the City staff recommended that she have the property re-surveyed, but she has not done so yet. She has not done anything but mow the property.

Mr. Harrington asked for additional comments, and none were received. He then closed the public hearing for Case 060-13.

MR. CORTEZ MOVED, SECONDED BY MR. DUNCAN, THAT CASE 060-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO TROPICANA BAR & GRILL, LLC, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 060-13
Tropicana Bar and Grill LLC
(P & Z Recommended Approval
for a permanent Special Use Permit)

RESOLUTION NO. 2013-027

A RESOLUTION granting a Special Use Permit (First Request) to Tropicana Bar & Grill, LLC for the development of a parking lot located at 2401 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on September 9, 2013, recommended that a Special Use Permit be granted to Tropicana Bar & Grill, LLC for the development of a parking lot located at 2401 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on October 7, 2013, in compliance with said request;

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

That a Special Use Permit be granted to Tropicana Bar & Grill, LLC for the development of a parking lot in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lot Numbered Ten (10) in O'Keefe's Second Addition to the City of Joplin, Jasper County, Missouri, According to the recorded Plat thereof.

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

1. This Special Use Permit is issued to Tropicana Bar & Grill, LLC for the development of a parking lot at 2401 South Joplin Avenue.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

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

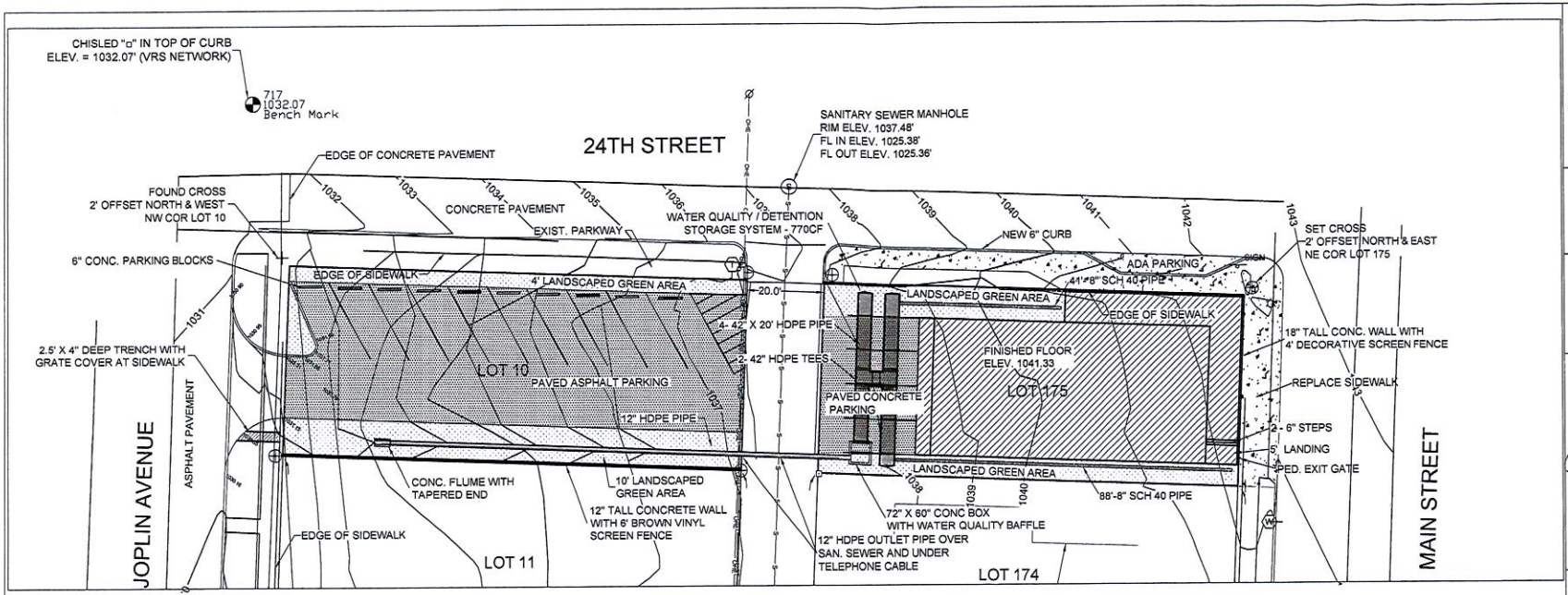
The Municipal Planner is hereby authorized and directed to issue said permit to Tropicana Bar & Grill, LLC in accordance with the plans and specifications on file in the Office of the Building Official.

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

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk



GENERAL NOTES

1) IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.

2) IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.

3) STORM WATER CHANNELS (PIPES) SHALL BE FUNCTIONING BEFORE ANY OTHER WORK MAY BEGIN.

4) THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.

5) THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION, TRENCHING, AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR,1926.650 THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES. EXTREME CARE SHALL BE TAKEN TO SAFEGUARD THE PUBLIC, EMPLOYEES OF THE CITY AND THE EMPLOYEES OF THE CONTRACTOR.

6) THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.

7) THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE EXCAVATION. UTILIZE "MISSOURI ONE-CALL" BY CALLING 1-800-DIG-RITE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

8) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DISCHARGE OF SEDIMENT FROM THE SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES APPROVED BY THE CITY DURING ALL PHASES OF THESE OPERATIONS REGARDLESS OF WHETHER THEY ARE SPECIFICALLY NOTED ON THE DRAWINGS AND SHALL MAINTAIN AND REPLACE CONTROLS AS NECESSARY DURING THE COURSE OF THESE OPERATIONS.

9) THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF THE CONSTRUCTION AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.

10) KEEP ROCK, MUD AND DIRT OFF OF CITY STREETS DURING CONSTRUCTION.

11) THE CONTRACTOR TO RETAIN FLOATABLE WIND BLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT AN OFF-SITE FACILITY. CONTRACTOR TO CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF-SITE.

12) THE CONTRACTOR TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB, AND GUTTER, SIDEWALK, AND DRIVEWAYS.

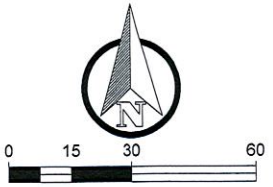
13) CONSTRUCTION ACCESS TO THE SITE SHALL BE LIMITED TO THE APPROVED TEMPORARY CONSTRUCTION ENTRANCE(S) SHOWN ON THE SEDIMENT & EROSION CONTROL PLAN (SECP).

14) TEMPORARY CONSTRUCTION ENTRANCE TO HAVE SHOT ROCK FOR ITS SURFACE.

15) HAND RUB FINISH OF ALL CONCRETE STRUCTURES.

16) EROSION CONTROL DEVICES SHALL BE MAINTAINED DURING THE ENTIRE CONSTRUCTION PERIOD BY THE CONTRACTOR.

17) DURING CONSTRUCTION, ALL PORTIONS OF THE SITE MUST BE GRADED TO DRAIN TO A SEDIMENT BASIN OR OTHER BMP.



SCALE: 1" = 30'



This drawing and the details on it are the sole property of the Engineer and may be used for this specific project only. It shall not be loaned, copied or reproduced, in whole or in part, or for any other purpose or project without the written consent of the Engineer.

Copyright © 2013 by Small Arrow Engineering, LLC

SMALL ARROW
ENGINEERING, LLC

216 S. MAIN STREET
PO BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@small-arrow.com

SMALL ARROW ENGINEERING, LLC.

CERTIFICATES OF AUTHORIZATION:
MISSOURI: E-2010013647
KANSAS: E-1930
ARKANSAS: 2097
OKLAHOMA: 5937

STATE OF MISSOURI
JOHN H. BOLTE
NUMBER E-22511
REGISTERED PROFESSIONAL ENGINEER
9/27/13

JOHN H. BOLTE - PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

TROPICANA BAR & GRILL
ADAM AND AMANDA GIEBLER
24TH AND MAIN STREET
JOPLIN, JASPER COUNTY, MISSOURI
SITE / DRAINAGE PLAN

SURVEY BY: MJ SURVEY PROJECT #: 13330
DRAWN BY: TED/SAS DATE: 9/25/13
CHECKED BY: JHB SCALE: 1"=30'

PROJECT: TROPICANA BAR & GRILL
SHEET DESC: SITE / DRAINAGE PLAN
SHEET: 1 OF: 1

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES September 23, 2013

CALL TO ORDER

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

ROLL CALL – all were present

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – led by Mayor Colbert-Kean

PRESENTATIONS
Discussion of the Peace Pole Project by Chris Cotten, This project began in Japan. The Peace Pole will be placed in Parr Hill Park as part of the Spiva Educational Art Project.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
PUBLIC HEARING PROCEDURES – read by City Clerk Barbara Hogelin
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.

PUBLIC HEARING for COUNCIL BILL NO. 2013-297

Mayor Colbert-Kean opened the Public Hearing

Charlie Kuehn, 620 McConnell, appeared to this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013- 297. Motion by Dr. Rosenberg, Second by Mr. Golden, to Place Council Bill No. 2013-297 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert and Shaw8. Nays: 0. Abstention: 1, Woolston.

The Council Bill was read as being COUNCIL BILL NO. 2013-297

AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri.

CONSENT AGENDA APPROVED - Motion by Mr. Woolston, Second by Mr. Glaze, 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 September 3, 2013 meeting

Minutes of the September 5, 2013 special meeting

COUNCIL BILL NO.2013-293 - AN ORDINANCE providing for the vacation of the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-202

COUNCIL BILL NO.2013-296 - AN ORDINANCE Request to Review the Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-203

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Golden introduced Council Bill No. 2013-012. Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No.2013-012. 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. 2013-204

AN ORDINANCE authorizing the assignment of rights under the franchise agreement from Southern Union Company to Laclede Gas Company; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-224 - Motion by Mr. Shaw, Second by Mr. Woolston to Adopt Council Bill No.2013-224. 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. 2013-205

AN ORDINANCE approving the purchase of right of way from property at 2818, 2824, and 2828 E. 19th Street, consisting of part of Lots Numbered Twenty-Five (25), Twenty-Six (26),

Twenty-Seven (27) and Twenty-Eight (28), in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Eighteen Thousand and 00/100 dollars ($18,000.00) and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-225- Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-225. 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. 2013-206

AN ORDINANCE approving the purchase of right of way from property at 2001 Texas Avenue, consisting of part of lot Numbered Sixty-Four (64) in Kindred's Replat, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Seventeen Thousand Eight Hundred Seventy-Five and 00/100 dollars ($17,875.00) and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-226 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-226. 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. 2013-207

COUNCIL BILL NO. 2013-226 - AN ORDINANCE approving the purchase of right of way and easements from property at 1201 E. 20th Street, located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section One, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seventy-Seven Thousand and 00/100 dollars ($77,000.00) and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-227 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-227. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 1, Glaze

The Council Bill was declared Adopted and entitled Ordinance No. 2013-208

AN ORDINANCE approving the purchase of right of way and easements from property at 1931 Michigan Avenue, consisting of Part of Lot Numbered Twenty-Two (22) in Campbell's Seventh Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Ninety-Five Thousand One Hundred Thirty and 00/100 dollars ($95,130.00) and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-228 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-228. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-209

AN ORDINANCE approving the purchase of right of way and easements from property at 1315 E. 20th Street, consisting of Part of Lot Numbered Twenty-One (21) in Campbell's Seventh

Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Sixty-Nine Thousand Two and 00/100 dollars ($69,002.00) and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-229 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-229. 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. 2013-210

AN ORDINANCE approving the purchase of right of way and easements from property at 1415 E. 20th Street, consisting of Part of Lots Numbered Twenty-Two (22) and Twenty-Three (23) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Forty-Three Thousand and 00/100 dollars ($43,000.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-230 - Motion by Mr. Shaw, Second by Mr. Woolston to Adopt Council Bill No.2013-230. 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. 2013-211

AN ORDINANCE approving the purchase of right of way and easements from property at 1419 E. 20th Street, consisting of Part of Lots Numbered Twenty-One (21) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Thirty Thousand and 00/100 dollars ($30,000.00) and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-232 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No.2013-232. 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. 2013-212

AN ORDINANCE approving a contract with APAC of Missouri Inc. in the amount of Five Million Five Hundred Forty One Thousand Nine Hundred Twenty Four and 01 /100 Dollars ($5,541,924.01) for 20th Street Grade Separation project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-233 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No.2013-233. 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. 2013-213

AN ORDINANCE approving a contract with Blevins Asphalt Company in the amount of One Hundred Fifty Four Thousand Two Hundred Fifty Five and 22/100 Dollars ($154,255.33) for the

Railroad Crossing Pavement Repair project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-626 - Motion by Mr. Woolston, Second by Mr. Seibert to Adopt Council Bill No.2013-626. 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. 2013-214

AN ORDINANCE authorizing and approving the City to purchase a 2000 Gallon Tanker Apparatus from Deep South Fire Trucks, for the amount of Two Hundred Eleven Thousand, Three hundred and Fifty Dollars, Zero Cents ($211,350.00); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-630 - Motion by Dr. Rosenberg, Second by Ms. Raney to Adopt Council Bill No.2013-630. 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. 2013-215

AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Clyde E. Black, for the purchase and acquisition of real estate located generally at 1424 W. Glendale in Joplin, Newton County, Missouri, for park purposes; and, 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; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Woolston introduced Council Bill No. 2013-629. Motion by Mr. Woolston, Second by Mr. Golden to Pass Council Bill No. 2013-629 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. 2013-629

AN ORDINANCE approving the application of Historic Murphysburg's DickensFest, Spiva Center for the Art's PhotoSpiva, Joplin Memorial Run, Rufus Racing's Summer Roundup Triathlon Weekend, Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, Joplin Disc Golf Club, Salvation Army Chicago Staff Band, MSSU Homecoming Celebration for utilization of FY2014 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. Woolston, Second by Mr. Golden to Pass Council Bill No. 2013-629 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.

ORDINANCES – SECOND READING AND THIRD READING

Dr. Rosenberg introduced Council Bill No. 2013-294. Motion by Dr. Rosenberg, Second by Mr. Scearce to Pass Amended Council Bill No. 2013-294 on Second Reading, Advance to Third and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Amended Council Bill was adopted and entitled ORDINANCE NO. 2013-216

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Districts R-3, C-3, and M-2 and including in District C-2-PD property as described below and located at the southeast corner of Seventh Street and Pennsylvania Avenue in the City of Joplin, Jasper County, Missouri.

UNFINISHED BUSINESS

Mr. Golden introduced Resolution No. 2013-025. Motion by Mr. Golden, Second by Mr. Scearce to Approve Amended Resolution No. 2013-025. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read as being AMENDED RESOLUTION NO. 2013-025

A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and defining the purposes, membership and duties thereof.

NEW BUSINESS

Motion by Dr. Rosenberg, Second by Mr. Golden to pay for travel expenses for Ms. Raney to attend the National League of Cities in Seattle, Washington, approximately $2,000. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg and Scearce, 5. Nays: Glaze, Seibert, Shaw, and Woolston, 4.

Council recognized individuals who completed their terms on boards and commissions. Individuals were presented a plaque, pin and thank you gift. Secretaries for boards and commissions were also recognized for their service to the boards.

There being no further business the meeting adjourned at 7:46 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: COUNCIL BILL NO. 2013-298
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 9/27/2013
City Attorney: Brian Head Date: 9/30/13
City Manager: R. Mark Rohr Date: 9/27/13
Board or Commission: Planning and Zoning Commission MPW Date: 9/9/2013

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

SUMMARY/REQUEST:
Case 058-13: Southeast corner of 32nd & Hearnes – A request for a Final Plat for "The CVS First Addition to the City of Joplin" – CVS 10160 MO, LLC / Orange Development.

STAFF SUMMARY:
This plat is to consolidate existing lots in the Freeman Grove 6th Addition and Collins Subdivision. The applicant has vacated street and utility easements for Old Main Street prior to platting this property.

Staff recommends approval of Case 058-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Matt Pitts, Carlson Consulting Engineers, appeared representing Orange Development. The property in this request currently contains multiple lots, with this proposal consolidating all the property into a single lot to allow for the development of the CVS Pharmacy.

PUBLIC COMMENT:
None.

Z&P Meeting: September 9, 2013
City Council Meeting: October 7, 2013

STAFF PLANNING REPORT
Final Plat

CASE 058-13:

Final Plat review for "CVS First Addition."

NAME OF SUBDIVISION: CVS First Addition

LOCATION: Southeast corner of 32nd & Hearnes Blvd.

APPLICANT: CVS 10160 MO, LLC/Orange Development

PRESENT ZONING: C-3 PD (Commercial – Planned Development)

PRESENT LAND USE: Commercial/Retail

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3, C-O	C-3
Land Use	Post Office	Commercial	Commercial, Single-Family	Commercial

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
1	N/A	N/A	1.95 acres

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 32nd Street	Major Arterial	85'
S. Hearnes Blvd.	Major Arterial	80'
Old Main Street	Local	60'

DEDICATED STREET(S):

Dedicated street(s)	Width of street(s)
None	N/A

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 to consolidate existing lots in the Freeman Grove 6th Addition and Collins Subdivision. The applicant has vacated street and utility easements for Old Main Street prior to platting this property.

Staff recommends approval of Case 058-13.

ENCLOSURES:

Final Plat

Submit by Email | Print Form

RECEIVED 07/09/13

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case
~~Subdivision~~ No.: 058-13
Date Filed: _____
Date of Meeting: _____
Fee: N/A.

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

I. Name of Subdivision: The CVS First Addition to the City of Joplin

II. Name of Owner: CVS 10160 MO, L.L.C., a Delaware limited liability company

III. Name of Subdivider: Donn E. Fizer, Orange Development

IV. Name of Person who prepared the Plat: Earl Beckwith

V. Date of Hearing: 8/12/13

VI. Location of Property by Streets: Southeast corner of Main St. & 32nd St. Joplin, MO

VII. Present Zoning of Property C-3 PD

VIII. Present Uses of Property Commercial

IX. No. of Acres in Total Tract 1.98 No. of Lots 1

Instructions:

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☒ ☐

B. Dedications or reservations. ☒ ☐

C. Surveyor preparing plat. ☒ ☐

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

XIII. Deed Restrictions:

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

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

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

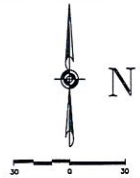
	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

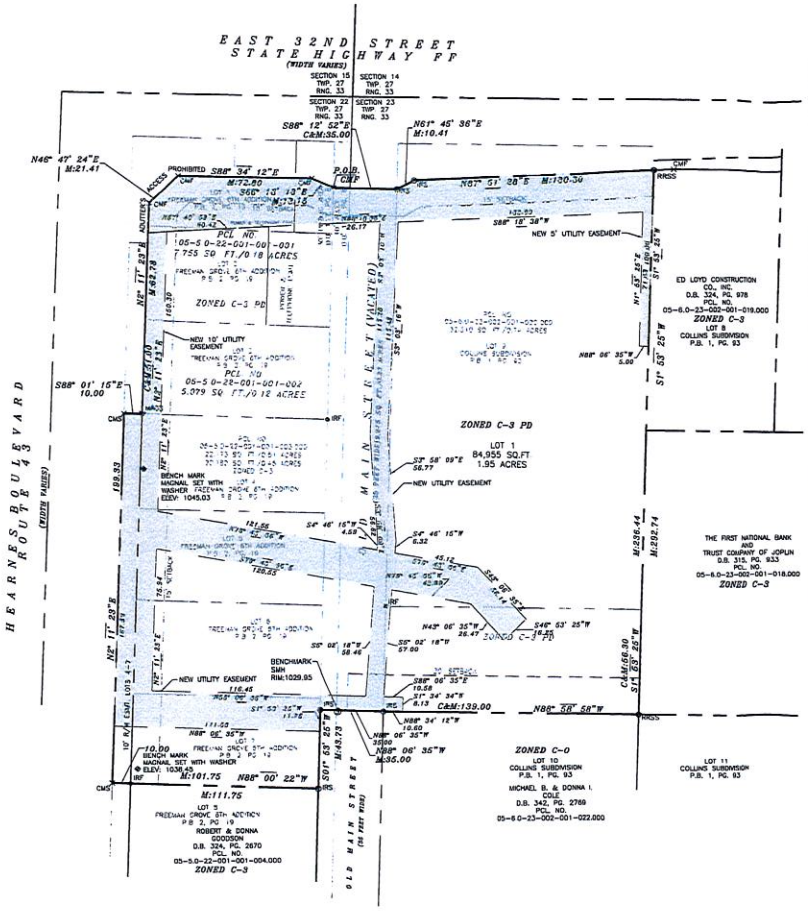
XV. Are additional comments attached? ☐ ☒

FINAL PLAT
OF THE CVS FIRST ADDITION
TO THE CITY OF JOPLIN



VICINITY MAP (NOT TO SCALE)





SURVEYOR'S NOTES

A. PROPERTY ZONED C-3 PD, THE FOLLOWING PROVISION OF THE ZONING ORDINANCE APPLY TO THE PROPERTY

1. FRONT YARD SETBACK: *15 FEET*
   REAR YARD SETBACK: *NONE UNLESS ABUTTING R-1 TO C-0 INCLUSIVE, THEN 20' MIN. IN C-3; 10'*
   SIDE YARD SETBACK: *NONE UNLESS ABUTTING R-1 TO C-0 INCLUSIVE, THEN SAME AS ABUTTING ZONING ('0' FOR ONE STORY BUILDINGS AND 10' FOR TWO STORY BUILDINGS IN C-0); 15' MIN. SHALL BE PROVIDED ON THE STREET SIDE OF A CORNER LOT (C-3).*
2. MAXIMUM HEIGHT: *3 STORIES OR 45 FEET (C-3).*
   MAXIMUM BUILDING COVERAGE: *NONE.*
   MAXIMUM IMPERVIOUS COVERAGE: *NONE.*
3. MINIMUM LOT SIZE: *10,000 SQ. FT.*
   MINIMUM FRONTAGE: *TO BE DETERMINED PRIOR TO FINAL PLAT APPROVAL.*
4. ON SITE PARKING REQUIREMENTS: *FOR RETAIL STORES AND SHOPS 1 SPACE PER 200 SQ. FT. OF FLOOR AREA.*
5. OTHER (AS NEEDED TO OBTAIN 3.A ENDORSEMENT FROM TITLE COMPANY FOR IMPROVEMENTS TO BE BUILT

B. THE PROPERTY SHOWN ON THE SURVEY HAS ACCESS TO AND FROM A DEDICATED PUBLIC ROAD CONTIGUOUS TO THE PROPERTY, WHICH ACCESS BETWEEN THE PROPERTY AND SAID ROADWAY AS SHOWN UPON SAID SURVEY EXISTS WITHOUT RESTRICTION AND IS SUFFICIENT TO MEET REASONABLE NEEDS OF THE CURRENT OR PROPOSED USE, AS THE CASE MAY BE, OF THE PROPERTY AND ALL APPLICABLE REQUIREMENTS OF PUBLIC AUTHORITIES.

C. WATER SUPPLY, SANITARY WATER, SANITARY SEWER, STORM DRAINAGE, ELECTRICITY, GAS AND OTHER UTILITIES ARE AVAILABLE IN ADEQUATE QUANTITIES AT THE LOT LINES OF THE PROPERTY AT THE LOCATIONS INDICATED ON THE FOREGOING SURVEY, AND THE BUILDING IMPROVEMENTS ARE CONNECTED AND TIED INTO THE SAME.

DESCRIPTION

SITUATED IN THE NE ¼ OF THE NE ¼ OF SECTION 22 AND THE NW ¼ OF THE NW ¼ OF SECTION 23 IN TOWNSHIP 27 N, RANGE 33 W IN THE CITY OF JOPLIN, COUNTY OF NEWTON AND STATE OF MISSOURI AND IS KNOWN AS BEING A PART OF LOT 9 AND A PORTION OF A 25 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN COLLINS SUBDIVISION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 93 IN THE NEWTON COUNTY RECORDER'S OFFICE, FURTHER KNOWN AS BEING A PART OF LOTS 1* AND 2 THROUGH 7 AND A PORTION OF A 10 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN FREEMAN'S GROVE, SIXTH ADDITION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 2, PAGE 19 IN THE NEWTON COUNTY RECORDER'S OFFICE, (*SAID PLAT ALSO SHOWS MISCELLANEOUS TRACT 1, WHICH APPEARS AS LOT 1 BUT IS NOT INCLUDED AS A PART OF THE DESCRIPTION OF FREEMAN'S GROVE, SIXTH ADDITION) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CHISELED "X" FOUND AT A NORTHEASTERLY CORNER OF LAND CONVEYED TO DARIUS L. AND DOROTHY H. BELL BY DEED RECORDED IN DEED BOOK 323, PAGE 2041 IN THE NEWTON COUNTY RECORDER'S OFFICE, SAID CORNER LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF EAST 32ND STREET (WIDTH VARIES) AND WITH THE WESTERLY RIGHT-OF-WAY OF OLD MAIN STREET (35 FEET WIDE), SAID CORNER LYING 9.07 FEET WEST AND 50.00 FEET SOUTH OF THE CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 IN SAID TOWNSHIP AND RANGE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ALSO BEING THE NORTHERLY TERMINUS OF OLD MAIN STREET SOUTH 88°12'50" EAST A DISTANCE OF 35.00 FEET TO A CAPPED ½" IRON REBAR SET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 61°45'36" EAST A DISTANCE OF 10.41 FEET TO A CAPPED ½" IRON REBAR SET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 87°51'26" EAST A DISTANCE OF 130.30 FEET TO A RAILROAD SPIKE SET IN THE WESTERLY LINE OF LOT 8 IN SAID COLLINS SUBDIVISION; THENCE ALONG SAID WESTERLY LINE SOUTH 01°53'25" WEST A DISTANCE OF 282.74 FEET TO A RAILROAD SPIKE SET AT THE NORTHEASTERLY CORNER OF LOT 10 IN SAID COLLINS SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10 NORTH 88°38'58" WEST A DISTANCE OF 139.00 FEET TO A CAPPED 5/8" IRON REBAR SET IN THE EASTERLY RIGHT-OF-WAY OF SAID OLD MAIN STREET; THENCE NORTH 88°06'35" WEST A DISTANCE OF 35.00 FEET TO A CAPPED 5/8" IRON REBAR SET IN THE EASTERLY LINE OF SAID LOT 7 IN FREEMAN'S GROVE SIXTH ADDITION; THENCE ALONG SAID EASTERLY LINE SOUTH 01°53'25" WEST A DISTANCE OF 43.73 FEET TO THE NORTHEASTERLY CORNER OF LOT 8 IN SAID FREEMAN'S GROVE SIXTH ADDITION; THENCE NORTH 88°00'22" WEST A DISTANCE OF 111.75 FEET TO THE OLD EASTERLY RIGHT-OF-WAY OF HEARNES BOULEVARD (WIDTH VARIES); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 02°11'23" EAST A DISTANCE OF 189.33 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE SOUTH 88°01'26" EAST A DISTANCE OF 10.00 FEET TO THE NEW EASTERLY RIGHT-OF-WAY OF SAID HEARNES BOULEVARD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 02°11'23" EAST A DISTANCE OF 113.76 FEET TO A CHISEL MARK FOUND; THENCE NORTH 46°47'24" EAST A DISTANCE OF 21.41 FEET TO A CHISEL MARK FOUND IN SAID SOUTHERLY RIGHT-OF-WAY OF 32ND STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 88°34'12" EAST A DISTANCE OF 72.60 FEET TO A CHISEL MARK FOUND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 88°13'13" EAST A DISTANCE OF 13.15 FEET TO THE PLACE OF BEGINNING CONTAINING 84,955 SQ. FT. OR 1.95 ACRES OF LAND

FLOOD INFORMATION

THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREA ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER FLOOD LINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 29097C0267E, DATED: NOVEMBER 2, 2012

OWNER'S DEDICATION

I, CVS 10160 MO, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE OWNER, HAVE CAUSED SAID REAL ESTATE TO BE CONSOLIDATED. SAID TRACT SHALL BE HEREINAFTER KNOWN AS CVS 1ST ADDITION TO THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. SAID ADDITION BEING A PART OF THE NORTHEAST QUARTER OF SECTION 22, AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH P.M., NEWTON COUNTY, MISSOURI AND CONSISTING OF 1 LOT. I HEREBY DEDICATE THE UTILITY EASEMENTS AS SHOWN FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES.

BY: _____ DATE: _____
KRISTINE L. DONABEDIAN, ASSISTANT SECRETARY
CVS 10160 MO, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

CVS LEGAL APPROVAL
TOM SMISTKUL, ESQ.
HINGALEY, ALLEN & SNYDER LLP

ACKNOWLEDGMENT OF NOTARY:
STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT KRISTINE L. DONABEDIAN WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AS ASSISTANT SECRETARY OF CVS 10160 MO, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, SHE EXECUTED THE SAME VOLUNTARILY ON BEHALF OF CVS 10160 MO, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____ 2013.

_____
NOTARY PUBLIC
AFFIX SEAL
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL
THIS PLAT OF THE CVS FIRST ADDITION TO THE CITY OF JOPLIN HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ____ DAY OF _____ 20____.

_____
CHAIRMAN

THIS PLAT OF THE CVS FIRST ADDITION TO THE CITY OF JOPLIN, INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____ DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____ 20____ OF JOPLIN, MISSOURI

_____ _____ _____
CITY CLERK CITY ENGINEER MAYOR

NOTE
APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE CITY FOR ANY CONSTRUCTION OR MAINTENANCE COST FOR THE STREETS OR ANY EXPENSE CONNECTED WITH THE DEVELOPMENT OF THE SUBDIVISION

STATE OF MISSOURI
COUNTY OF NEWTON

I, _____ RECORDER OF DEEDS OF SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS, ON THE _____ DAY OF _____ 20____ AT _____ O'CLOCK AND _____ MINUTES ___.M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK _____ AT PAGE _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED BY SEAL AT _____ MISSOURI, ON THE DAY AND YEAR AFORESAID

_____ RECORDER
BY _____ DEPUTY

SURVEYOR'S CERTIFICATE

I, EARL T. BECKWITH, A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS REPRESENTATIVE OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____ 20____.

_____
EARL T BECKWITH, PLS 2013-000039

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

SYMBOLS LEGEND

X CMS	CHISEL MARK SET
● IRF	IRON REBAR FOUND
◎ IRS	5/8" CAPPED IRON REBAR SET
○ RRSF	RAIL ROAD SPIKE FOUND
△ MAGS	MAG NAIL SET
⊕ TBM	TEMPORARY BENCHMARK

LINE LEGEND

————	PROPERTY LINE
- - - - - -	SETBACK LINE
— — — — —	EASEMENT LINE

DEVELOPER AND OWNER
CVS 10160 MO, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
ONE CVS DRIVE WOONSOCKET, RI 02895

ENGINEER/ SURVEYOR
CARLSON CONSULTING ENGINEERS, INC.
7068 LEDGESTONE COMMONS
BARTLETT, TENNESSEE, 38133
JOSEPH PARSLEY – P.E.
EARL T. BECKWITH – R.L.S.

ZONING INFORMATION
C-3 PD
SITE TO BE USED AS RETAIL PHARMACY

CORNER MONUMENTS
AT ALL UNMARKED PROPERTY CORNERS 5/8" IRON REBAR WITH STAMPED ALUMINUM CAP/CHISELLED "X"/RAILROAD SPIKE

SOURCE DOCUMENTS
PLAT BOOK 2, PAGE 19
PLAT BOOK 1, PAGE 93
DEED BOOK 323, PAGE 2041

BASIS OF BEARING
MISSOURI STATE PLANE COORDINATE
NAD83–WEST

REVISIONS

NO.	DATE	DESCRIPTION

FINAL PLAT
OF THE CVS FIRST ADDITION
TO THE CITY OF JOPLIN

IN SECTIONS 22 & 23, TWP. 27, RNG. 33, NEWTON COUNTY, MISSOURI

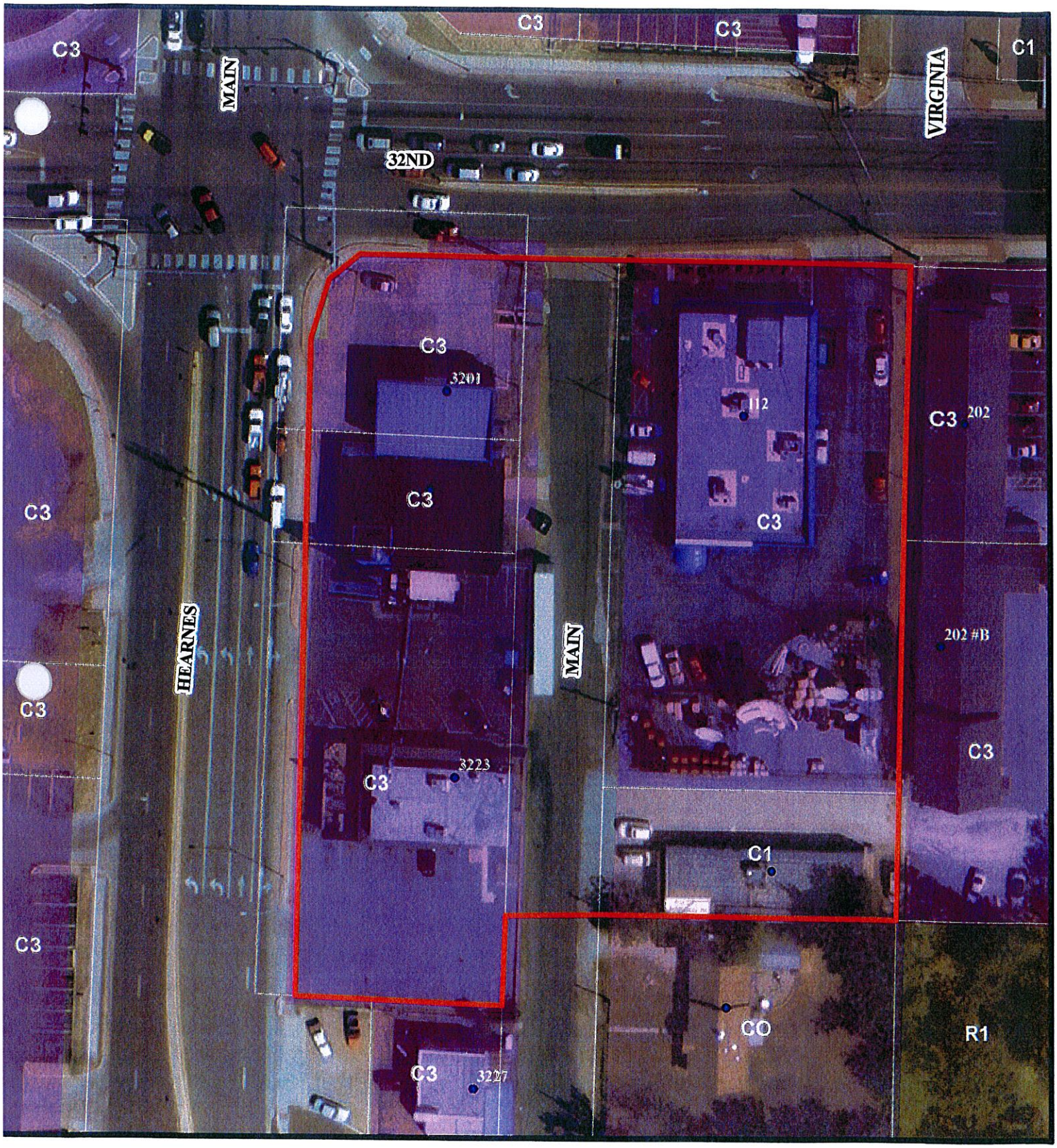
CARLSON CONSULTING ENGINEERS, INC.
CARLSON CONSULTING ENGINEERS, INC.
MO. STATE CERTIFICATE OF AUTHORITY #LS-2013003998
7068 LEDGESTONE COMMONS
BARTLETT, TENNESSEE 38133
PH. (901) 384-0404 ▪ FX. (901) 384-0710

EARL T BECKWITH– LAND SURVEYOR MO #2013000039

SCALE: 1" = 30'
DATE: 6/18/2013

DRAWING FILE: JOPLIN
DRAWN BY: ETB/JSL

JOB No. CVS–JOPLIN
SHEET 1 OF 2



0 50 100 200 300 400 Feet

C 058-13: A request for a Final Plat review for "CVS First Addition" located at the southeast corner of 32nd & Hearnes Blvd. - CVS 10160 MO, LLC / Orange Development

N

Case 057-13: Southeast corner of 32nd & Hearnes – A request for a Preliminary Plat for "The CVS First Addition to the City of Joplin" – CVS 10160 MO, LLC / Orange Development.

Mr. Harrington opened the public comment period for Case 057-13.

Mr. Matt Pitts, Carlson Consulting Engineers, 2179 Poplar Avenue, Memphis, Tennessee, appeared representing Orange Development. The property in this request currently contains multiple lots, with this proposal consolidating all the property into a single lot to allow for the development of the CVS Pharmacy.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 057-13.

MR. SMITH MOVED, SECONDED BY MR. EASTMAN, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 057-13 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Case 058-13: Southeast corner of 32nd & Hearnes – A request for a Final Plat for "The CVS First Addition to the City of Joplin" – CVS 10160 MO, LLC / Orange Development.

Mr. Harrington opened the public comment period for Case 058-13.

Mr. Matt Pitts, Carlson Consulting Engineers, 2179 Poplar Avenue, Memphis, Tennessee, appeared representing Orange Development. The final plat is just a consolidation of the existing lots. He is requesting the review of the final plat at the same time as the preliminary plat to expedite the process.

Mr. Eastman asked Mr. Pitts about the timetable for CVS Pharmacy being open for business, and he replied sometime next year.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 058-11.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT THE FINAL PLAT AS PRESENTED IN CASE 058-11 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. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 058-13
CVS 10160 MO, LLC / Orange Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-298 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for THE CVS FIRST ADDITION TO THE CITY OF JOPLIN located at the southeast corner of 32nd Street and Hearnes Boulevard in the City of Joplin, Newton County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for THE CVS FIRST ADDITION TO THE CITY OF JOPLIN in the City of Joplin, Newton 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 THE CVS FIRST ADDITION TO THE CITY OF JOPLIN, described as follows:

SITUATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 22 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 23 IN TOWNSHIP 27 N, RANGE 33 W IN THE CITY OF JOPLIN, COUNTY OF NEWTON AND STATE OF MISSOURI AND IS KNOWN AS BEING A PART OF LOT 9 AND A PORTION OF A 25 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN COLLINS-SUBDIVISION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 93 IN THE NEWTON COUNTY RECORDER'S OFFICE, FURTHER KNOWN AS BEING A PART OF LOTS 1* AND 2 THROUGH 7 AND A PORTION OF A 10 FOOT WIDE RIGHT-OF-WAY FOR SOUTH MAIN STREET IN FREEMAN'S GROVE, SIXTH ADDITION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 2, PAGE 19 IN THE NEWTON COUNTY RECORDER'S OFFICE, (*SAID PLAT ALSO SHOWS MISCELLANEOUS TRACT 1, WHICH APPEARS AS LOT 1 BUT IS NOT INCLUDED AS A PART OF THE DESCRIPTION OF FREEMAN'S GROVE, SIXTH ADDITION) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CHISELED "X" FOUND AT A NORTHEASTERLY CORNER OF LAND CONVEYED TO DARIUS L. AND DOROTHY H. BELL BY DEED RECORDED IN DEED BOOK 323, PAGE 2041 IN THE NEWTON COUNTY RECORDER'S OFFICE, SAID CORNER LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF EAST 32ND STREET (WIDTH VARIES) AND WITH THE WESTERLY RIGHT-OF-WAY OF OLD MAIN STREET (35 FEET WIDE),

SAID CORNER LYING 9.07 FEET WEST AND 50.00 FEET SOUTH OF THE CORNER COMMON TO SECTIONS 14, 15, 22 AND 23 IN SAID TOWNSHIP AND RANGE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ALSO BEING THE NORTHERLY TERMINUS OF OLD MAIN STREET SOUTH 88°12'52" EAST A DISTANCE OF 35.00 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 61°45'36" EAST A DISTANCE OF 10.41 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 87°51'28" EAST A DISTANCE OF 130.30 FEET TO A RAILROAD SPIKE SET IN THE WESTERLY LINE OF LOT 8 IN SAID COLLINS SUBDIVISION; THENCE ALONG SAID WESTERLY LINE SOUTH 01°53'25" WEST A DISTANCE OF 292.74 FEET TO A RAIL ROAD SPIKE SET AT THE NORTHEASTERLY CORNER OF LOT 10 IN SAID COLLINS SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10 NORTH 88°58'58" WEST A DISTANCE OF 139.00 FEET TO A CAPPED 5/8" IRON REBAR SET IN THE EASTERLY RIGHT-OF-WAY OF SAID OLD MAIN STREET; THENCE NORTH 88°06'35" WEST A DISTANCE OF 35.00 FEET TO A CAPPED 5/8" IRON REBAR SET IN THE EASTERLY LINE OF SAID LOT 7 IN FREEMAN'S GROVE SIXTH ADDITION; THENCE ALONG SAID EASTERLY LINE SOUTH 01°53'25" WEST A DISTANCE OF 43.73 FEET TO THE NORTHEASTERLY CORNER OF LOT 8 IN SAID FREEMAN'S GROVE SIXTH ADDITION; THENCE NORTH 88°00'22" WEST A DISTANCE OF 111.75 FEET TO THE OLD EASTERLY RIGHT-OF-WAY OF HEARNES BOULEVARD (WIDTH VARIES); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 02°11'23" EAST A DISTANCE OF 199.33 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE SOUTH 88°01'26" EAST A DISTANCE OF 10.00 FEET TO THE NEW EASTERLY RIGHT-OF-WAY OF SAID HEARNES BOULEVARD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 02°11'23" EAST A DISTANCE OF 113.76 FEET TO A CHISEL MARK FOUND; THENCE NORTH 46°47'24" EAST A DISTANCE OF 21.41 FEET TO A CHISEL MARK FOUND IN SAID SOUTHERLY RIGHT-OF-WAY OF 32ND STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 88°34'12" EAST A DISTANCE OF 72.80 FEET TO A CHISEL MARK FOUND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 66°13'13" EAST A DISTANCE OF 13.15 FEET TO THE PLACE OF BEGINNING CONTAINING 84,955 SQ. FT. OR 1.95 ACRES OF LAND.

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, Newton 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

Council Bill No. 2013-298

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

_____
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: September 23, 2013

ITEM: Council Bill No. 2013-629. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2014 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2013-629.

DEPARTMENT HEAD:	Patrick Tuttle	DATE: 9/16/13
CITY MANAGER:	R. Mark Rohr	DATE: 9-16-13
CITY ATTORNEY:	Brian W. Head	DATE: 9/16/13
FINANCE DEPARTMENT:	Leslie Haase	DATE: 9-16-13

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2014 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For Profit organizations may apply;
- Events must be held between November 1, 2013 & October 31, 2014;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 26, 2013, the JCVB Advisory Board held a meeting to review and discuss applications submitted for the FY2014 Special Event Grant funds offered through the Convention & Visitors Bureau. Following the review, the Board listened to presentations from each of the eight applicants that included a 5 minute presentation and 5 minute question and answer period. Funding requests from the eight applications total $121,835. Grant funds available for this program total $100,000. Taking into consideration many factors including application and presentation, tourism draw, community development, potential room nights, growth potential, previous funding and reporting standards, and overall appeal; the JCVB-AB offers the following funding recommendations.

1) **Historic Murphysburg's DickensFest, December 13-15, 2013**. Requested = $18,850, **Recommended = $13,540**. This will be the fourth year for funding for this event. DickensFest has grown and developed in the past three years to be mainstay for the December "Holiday Experience". The event's staff continues to seek new ways to increase attendance and expand the notoriety of the event. The JCVB Board feels the event is beneficial for the community and tourism offering a unique activity during the off-season. Funding will be used primarily for entertainment and marketing.

2) **Spiva Center for the Art's PhotoSpiva, March 9-May 4, 2014**. Requested = $14,860, **Recommended = $14,860**. This is a nationally known photo competition. The Board feels the marketing for this event always builds a positive image of Joplin and attracts attention from all across the nation. Funding will be used for printing, postage and marketing the event outside a 50 mile radius.

3) **Joplin Memorial Run, May 10, 2014.** Requested = $20,000, **Recommended = $20,000**. Previously known as the Boomtown Run, this event continues to demonstrate rapid growth and development. Transitioning to a Memorial Run, using the OKC Memorial Run as a template, has dramatically increased the appeal for participants and their families to visit Joplin. Funding will be used for the event shirts.

4) **Rufus Racing's Summer Roundup Triathlon Weekend, June 28 & 29, 2014.** Requested = $12,500, **Recommended = $12,500**. This event has been funded through the grant program for four years. Each year, Rufus Racing has designed elements into the event to increase attendance and participation. The 2013 event was sold out and drew attention well outside the local marketing region. Funding will be used primarily for marketing, printing and awards.

5) **Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, August 10, 2014.** Requested = $16,545, **Recommended = $10,020**. This event has been funded through the grant program in the past, but not in recent years. The focus is to grow the Cardboard Boat Races which have the greatest potential to bring visitors to town and generate hotel receipts. Funding will be used primarily for boat races prize money, equipment rental, marketing and entertainment.

6) **Joplin Disc Golf Club, September 26-28, 2014.** Requested = $9,500, **Recommended = $9,500.** This is the fifth year this event has received funding and each year the event has grown bigger. The event organizers are consistent, not only in reporting, but also in the efforts to develop new aspects of the event that will continue to encourage overnight stays. Funding is recommended for prizes, entertainment and marketing.

7) **Salvation Army, Chicago Staff Band, October 18, 2014.** Requested = $20,000, **Recommended = $10,000**. This is a new event for 2014. The group is a flagship brass band of the Salvation Army. Founded in 1865 England the Salvation Army music has always been an important part of their mission. The Salvation Army of Joplin will be marking its 125th anniversary in 2014 and this public concert and community music sessions is one of the events being planned. Funding will be used primarily for venue rental and entertainment related expenses.

8) **MSSU Homecoming Celebration, October 20-25, 2014.** Requested = $9,580, **Recommended = $9,580.** This group has received funding for the past seven years and has shown that the grant has helped grow attendance and room nights. They continue to generate new ideas each year to encourage more attendance and a longer duration of stay. This year is including family related events. Funding will be used for printing and postage expenses.

RECOMMENDATION:

The JCVB Advisory Board and JCVB Staff recommend the Joplin City Council approve the funding recommendation of $100,000 and that Grants be awarded for the eight (8) events described above.

ATTACHMENTS:

Grant Applicant presentation summary and applicant snap shot (10 pages).

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

SUMMARY

1) HISTORIC MURPHYSBURG'S DICKENSFEST, DECEMBER 13-15, 2013
REQUESTED = $18,850, RECOMMENDED = $13,540
   - Petting Zoo Exhibit, $1,350
   - Horse/Carriage & Train Ride, $1,500
   - Marketing (Poster Printing and Facebook), $2,190
   - Entertainment Performers/Shows, $7,500
   - Interactive Theatrical Entertainment, $1,000

2) SPIVA CENTER FOR THE ART'S PHOTOSPIVA, MARCH 9-MAY 4, 2014
REQUESTED = $14,860, RECOMMENDED = $14,860
   - Marketing (Magazine), $4,107
   - Marketing (Print), $2,718
   - Marketing (Online), $4,763
   - Web Site Update, $927
   - Juror Related Expenses, $2,345

3) JOPLIN MEMORIAL RUN, MAY 10, 2014
REQUESTED = $20,000, RECOMMENDED = $20,000
   - Runner Shirts, $20,000

4) RUFUS RACING'S SUMMER ROUNDUP TRIATHLON WEEKEND, JUNE 27 & 29, 2014
REQUESTED = $12,500, RECOMMENDED = $12,500
   - Marketing (Print), $1,399
   - Web Site, $1,200
   - Facebook (April & May), $200
   - Chip Timing, $3,000
   - Racer ID (bibs, caps, numbers), $1,225
   - Phone App Tracker, $1,000
   - Tent, Tables and Chairs, $500
   - Awards, $3,976

5) WILDCAT GLADES CONSERVATION & AUDUBON CENTER, SHOAL CREEK WATER FESTIVAL, AUGUST 10, 2014
REQUESTED = $16,545, RECOMMENDED = $10,020
   - Marketing (Online), $1,570
   - Entertainment, $650
   - Prize Money, $2,850
   - Rental Equipment, $4,950

6) JOPLIN DISC GOLF CLUB, SEPTEMBER 26-28, 2014
REQUESTED = $9,500, RECOMMENDED = $9,500
- Marketing (Magazine), $700
- Marketing (Facebook), $500
- Entertainment, $500
- Reception Venue, $500 x2 = $1,000
- Prize Money, $6,800

7) SALVATION ARMY, CHICAGO STAFF BAND, OCTOBER 18, 2014
REQUESTED = $20,000, RECOMMENDED = $10,000
- Venue Rental, $3,500
- Travel for Band, $4,500
- Entertainment, $2,000

8) MSSU HOMECOMING CELEBRATION, OCTOBER 20-25, 2014
REQUESTED = $9,580, RECOMMENDED = $9,580
- *Save the Date Cards*:
- Marketing (Design), $100
- Marketing (Printing), $600
- Marketing (Labeling), $500
- Marketing (Postage), $3,240
- *Invitations*:
- Marketing (Design), $100
- Marketing (Printing), $800
- Marketing (Labeling), $1,000
- Marketing (Postage), $3,240

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Historic Murphysburg Preservation, Inc.
EVENT:	DICKENSFEST IV
EVENT DATE:	December 6-8, 2013
EVENT LOCATION:	Historic Murphysburg, Joplin
PROJECTED ATTENDANCE:	7,000
ESTIMATED # OF ROOM NIGHTS:	15
ESTIMATED # OF DAY TRIPPERS:	5,000 (also with Holiday Experience)
TARGET AUDIENCE:	Families, couples, tourists, artists, school groups, seniors
MARKET ORIGIN OF ATTENDEES:	4 States Region and Beyond
AMOUNT REQUESTED:	$18,800
PORTION OF BUDGET:	42%
FUNDS REQUESTED FOR:	**Petting Zoo Exhibit, $1,350** **Horse/Carriage & Train Ride, $1,500** ~~**Web Site Development, $500**~~ **Marketing (Print and Social),** ~~**$3,500**~~ **,$2,190** ~~**Sponsor Plaques / Prize Money, $1,000**~~ **Entertainment Performers/Shows, $7,500** **Interactive Theatrical Entertainment, $1,000** ~~**Tents/Stage/Sound Production Rentals, $2,500**~~
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $13,540 FY13 S.E. Grant - $19,400 FY12 S.E. Grant - $20,000 FY11 S.E. Grant - $12,500
SOCIAL MEDIA PROGRAM:	Facebook & Web Site
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	George A. Spiva Center for the Arts
EVENT:	**PHOTOSPIVA 2014**
EVENT DATE:	**March 8 – May 4, 2014**
EVENT LOCATION:	Spiva Center for the Arts
PROJECTED ATTENDANCE:	2,000
ESTIMATED # OF ROOM NIGHTS:	10-15
ESTIMATED # OF DAY TRIPPERS:	150
TARGET AUDIENCE:	All ages, social-economic backgrounds and interests
MARKET ORIGIN OF ATTENDEES:	Kansas City, Springfield, Tulsa, Kansas, NW Arkansas
AMOUNT REQUESTED:	$14,860
PORTION OF BUDGET:	35%
FUNDS REQUESTED FOR:	**Marketing (Magazine), $4,107** **Marketing (Print), $2,718** **Marketing (Online), $4,763** **Web Site Update, $927** **Juror Related Expenses, $2,345**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $14,860 FY13 S.E. Grant - $18,019.12 FY12 S.E. Grant - $7,500 FY11 S.E. Grant - $7,500 FY10 C.E. Grant - $2,500
SOCIAL MEDIA PROGRAM:	Facebook and Web Site
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Active Lifestyle Events
EVENT:	JOPLIN MEMORIAL RUN
EVENT DATE:	May 10, 2014
EVENT LOCATION:	Joplin (Half-Marathon and 5K Course)
PROJECTED ATTENDANCE:	2,600
ESTIMATED # OF ROOM NIGHTS:	200
ESTIMATED # OF DAY TRIPPERS:	130+
TARGET AUDIENCE:	Half Marathon running community, 28 states in 2013
MARKET ORIGIN OF ATTENDEES:	Runners from 28 states participated in 2013
AMOUNT REQUESTED:	$20,000
PORTION OF BUDGET:	15%
FUNDS REQUESTED FOR:	~~Tri-Fold brochures, $1,000~~ ~~Website hosting, $1,000~~ ~~Print & online ads, $5,360~~ ~~Expo fees, $2,175~~ ~~E-newsletter, $408~~ ~~Speaker fee, $5,500~~ ~~Prize money, $4,900~~ ~~Medals, $8,750~~ **Runner Shirts,** ~~$30,000~~ **$20,000**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $20,000 FY13 S.E. Grant - $19,500 FY12 S.E. Grant - $20,000 FY11 S.E. Grant - $10,000 (as Boomtown Run) FY10 S.E. Grant - $10,000 (as Boomtown Run) FY09 S.E. Grant - $10,567 (as Boomtown Run)
SOCIAL MEDIA PROGRAM:	Facebook and Web Site
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Rufus Racing, LLC
EVENT:	JOPLIN TRIATHLON WEEKEND
EVENT DATE:	June 29, 2014
EVENT LOCATION:	Scroggs Lake (near Jasper)
PROJECTED ATTENDANCE:	300
ESTIMATED # OF ROOM NIGHTS:	75
ESTIMATED # OF DAY TRIPPERS:	400
TARGET AUDIENCE:	Triathlon Athletes
MARKET ORIGIN OF ATTENDEES:	CA, TX, WY, GA, IL, OK, KS, MO , AR, WI, IA, FL
AMOUNT REQUESTED:	$12,500
PORTION OF BUDGET:	Approximately 30%
FUNDS REQUESTED FOR:	Marketing (Print), $1,399 Web Site, $1,200 Facebook (April & May), $200 Chip Timing, $3,000 Racer ID (bibs, caps, numbers), $1,225 Phone App Tracker, $1,000 Tent, Tables and Chairs, $500 Awards, $3,976
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $12,500 FY13 S.E. Grant - $12,625 FY12 S.E. Grant - $7,500 FY11 S.E. Grant - $7,500 FY10 C.E. Grant - $2,500
SOCIAL MEDIA PROGRAM:	Facebook
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Wildcat Glades Conservation & Audubon Center
EVENT:	SHOAL CREEK WATER FESTIVAL
EVENT DATE:	**August 10, 2014**
EVENT LOCATION:	Wildcat Park
PROJECTED ATTENDANCE:	2,100
ESTIMATED # OF ROOM NIGHTS:	100
ESTIMATED # OF DAY TRIPPERS:	2,000
TARGET AUDIENCE:	General, with emphasis on families, water/nature and cardboard boat racers.
MARKET ORIGIN OF ATTENDEES:	Four states region
AMOUNT REQUESTED:	$16,545
PORTION OF BUDGET:	95%
FUNDS REQUESTED FOR:	~~Marketing (Billboards), $3,000~~ ~~Marketing (Print), $3,525~~ **Marketing (Online), $1,570** **Entertainment, $650** **Prize Money, $2,850** **Rental Equipment, $4,950**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $10,020 FY10 C.E. Grant - $5,000
SOCIAL MEDIA PROGRAM:	
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Joplin Disc Golf Club
EVENT:	9TH ANNUAL FOUR STATES OPEN
EVENT DATE:	**September 26-28, 2014**
EVENT LOCATION:	McClelland Park, Joplin & Morse Park, Neosho
PROJECTED ATTENDANCE:	270
ESTIMATED # OF ROOM NIGHTS:	100
ESTIMATED # OF DAY TRIPPERS:	50
TARGET AUDIENCE:	Disc Golf enthusiast
MARKET ORIGIN OF ATTENDEES:	Joplin, Tulsa, Texas, St Louis
AMOUNT REQUESTED:	$9,500
PORTION OF BUDGET:	60.66%
FUNDS REQUESTED FOR:	**Marketing (Magazine), $700** **Marketing (Facebook), $500** **Entertainment, $500** **Reception Venue, $500 x2 = $1,000** **Prize Money, $6,800**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $9,500 FY13 S.E. Grant - $13,300 FY12 S.E. Grant - $9,750 FY11 C.E. Grant - $5,000 FY10 C.E. Grant - $3,650
SOCIAL MEDIA PROGRAM:	Facebook
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	The Salvation Army
EVENT:	THE CHICAGO STAFF BAND OF THE SALVATION ARMY
EVENT DATE:	**October 18-19, 2014**
EVENT LOCATION:	Taylor Auditorium, MSSU
PROJECTED ATTENDANCE:	2,200-3,500
ESTIMATED # OF ROOM NIGHTS:	130-165
ESTIMATED # OF DAY TRIPPERS:	220-350
TARGET AUDIENCE:	Music lovers of all ages, children and families alike
MARKET ORIGIN OF ATTENDEES:	Tulsa, Springfield, Branson, NW Arkansas and beyond
AMOUNT REQUESTED:	$20,000
PORTION OF BUDGET:	46.4%
FUNDS REQUESTED FOR:	**Venue Rental, $3,500** **Travel for Band, $4,500** **Entertainment, ~~$12,000~~ $2,000**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $10,000 None, new event
SOCIAL MEDIA PROGRAM:	
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	MSSU Alumni Association
EVENT:	MISSOURI SOUTHERN HOMECOMING 2014
EVENT DATE:	October 20-25, 2014
EVENT LOCATION:	MSSU Campus
PROJECTED ATTENDANCE:	5,000 through all events
ESTIMATED # OF ROOM NIGHTS:	50
ESTIMATED # OF DAY TRIPPERS:	500+
TARGET AUDIENCE:	5,500 current students, 28,000 alumni and 2,500 friends of MSSU
MARKET ORIGIN OF ATTENDEES:	Alumni of MSSU
AMOUNT REQUESTED:	$9,580
PORTION OF BUDGET:	45% of budget is represented by grant request
FUNDS REQUESTED FOR:	***Save the Date Cards***: **Marketing (Design), $100** **Marketing (Printing), $600** **Marketing (Labeling), $500** **Marketing (Postage), $3,240** ***Invitations***: **Marketing (Design), $100** **Marketing (Printing), $800** **Marketing (Labeling), $1,000** **Marketing (Postage), $3,240**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $9,580 FY 13 S.E. Grant - $3,000 FY12 S.E. Grant - $10,330 FY11 S.E. Grant - $5,171 FY10 S.E. Grant - $7,500 FY08 S.E. Grant - $2,000 FY07 S.E. Grant - $5,000 FY06 S.E. Grant - $5,000
SOCIAL MEDIA PROGRAM:	Yes
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

COUNCIL BILL NO. 2013-629 ORDINANCE NO.

AN ORDINANCE approving the application of Historic Murphysburg's DickensFest, Spiva Center for the Art's PhotoSpiva, Joplin Memorial Run, Rufus Racing's Summer Roundup Triathlon Weekend, Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, Joplin Disc Golf Club, Salvation Army Chicago Staff Band, MSSU Homecoming Celebration for utilization of FY2014 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals or celebrations and other events be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Advisory Board.

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

Section 1. That the Application of **Historic Murphysburg's DickensFest** (December 13-15, 2013) in the amount of Thirteen Thousand Five Hundred and Forty Dollars ($13,540); Spiva Center for the Art's **PhotoSpiva** (March 9-May 4, 2014) in the amount of Fourteen Thousand Eight Hundred and Sixty Dollars ($14,860); **Joplin Memorial Run** (May 10, 2014) in the amount of Twenty Thousand Dollars ($20,000); Rufus Racing's **Summer Roundup Triathlon Weekend** (June 28 & 29, 2014) in the amount of Twelve Thousand Five Hundred Dollars ($12,500); Wildcat Glades Conservation & Audubon Center, **Shoal Creek Water Festival** (August 10, 2014) in the amount of Ten Thousand and Twenty Dollars ($10,020); **Joplin Disc Golf Club** (September 26-28, 2014) in the amount of Nine Thousand Five Hundred Dollars ($9,500); **Salvation Army Chicago Staff Band** (October 18, 2014) in the amount of Ten Thousand Dollars ($10,000); and **MSSU Homecoming Celebration** (October 20-25, 2014) in

the amount of Nine Thousand Five Hundred and Eighty Dollars ($9,580); for utilization of FY2013 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Account No. 105-4080-560-7505, to pay the grant amounts awarded.

Leslie Haase, Director of Finance

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Resolution No. 2013-028
Item: Filing of Application with the Environmental Protection Agency
Originating Department: PUBLIC WORKS ADMINISTRATION

Attachments: 1) Resolution No. 2013-028

Department Head: Sam Anselm Date: 9/26/13
Finance Department: Leslie Haase Date: 10/1/13
City Attorney: Brian Head Date: 9/30/13
City Manager: Mark Rohr Date: 9/30/13

Recommended Action: Authorizing the Director of Public Works to file an application with the Environmental Protection Agency for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466, et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

Background: Upon the successful vote authorizing the City of Joplin to borrow funds from the State Revolving Fund Program, the application process began. This has resulted in various documents to be provided to the Environmental Protection Agency and the Missouri Department of Natural Resources in applying for funds needed for expansion of the City's wastewater treatment facilities.

Discussion: This resolution will authorize Nicholas A. Heatherly, Director of Public Works, to furnish such information as the Environmental Protection Agency and the Missouri Department of Natural Resources may reasonably request in connection with the application process, and to sign all necessary documents on behalf of the City of Joplin, and to furnish such assurances to the Environmental Protection Agency and the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the City of Joplin.

Recommendation: Approval to file an application with the Environmental Protection Agency, and to authorize the Director of Public Works to furnish all required documentation.

RESOLUTION NO. 2013-028

A RESOLUTION authorizing the filing of an application with the Environmental Protection Agency, United States of America for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466,et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

WHEREAS, under the terms of the Federal Water Pollution Control Act, as amended, and the Revised Statutes of Missouri, the United States of America and the State of Missouri have authorized the making of loans to authorized applicants to aid in the construction of specific public projects.

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

Section 1. That Nicholas A. Heatherly, Director of Public Works, is hereby authorized to execute and file an application on behalf of the City of Joplin, Missouri, with the State of Missouri for a loan to aid in the construction of:

Expansion of the Turkey Creek Wastewater Treatment Facility
Expansion of the Shoal Creek Wastewater Treatment Facility

Section 2. That Nicholas A. Heatherly, Director of Public Works, is hereby authorized and directed to furnish such information as the Environmental Protection Agency and the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Environmental Protection Agency and the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of Joplin, Missouri, does hereby certify: That the attached resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the City Council of the City of Joplin, Missouri, held on the _____ day of _____, 2013; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this _____day of _____, 2013.

_____
Barbara L. Hogelin
City Clerk

(SEAL)

EMERGENCY ORDINANCES

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: October 7, 2013

ITEM: Council Bill No. 2013-013 approving and authorizing payment of the Commissioners' Award and payment of the Commissioners' Fees in the condemnation matter of City of Joplin v. Grande Tire Co., Inc.

ORIGINATING DEPARTMENT: Legal Department.

ATTACHMENTS: Council Bill No. 2013-013; Report of Commissioners; Commissioners' Fee Bill.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 10/1/13
CITY MANAGER:	R. Mark Rohr	**DATE:** 10/1/13
PUBLIC WORKS:	Sam Anselm	**DATE:** 10/1/13
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 10/1/13

INTRODUCTION:

This Council Bill approves and authorizes payment of the Commissioners' Award and payment of the Commissioners' fees for the City's acquisition of property owned by Grande Tire Company, Inc., at 20th & Maiden Lane in Joplin.

DISCUSSION:

The acquisition of the Grande Tire Company property is required to facilitate the final phase of the Maiden Lane widening project which extends from 9th Street to 30th Street. The City entered into negotiations with Grande Tire Company to acquire a voluntary acquisition of the necessary right-of-way, and when those negotiations were not successful, the Council authorized the institution of a condemnation proceeding through Ordinance No. 2013-131, on June 3rd, 2013. The Court appointed three Commissioners to assess damages for the taking. The Commissioners viewed the property and recently filed their Report of Commissioners with the Jasper County Circuit Court. The Commissioners' Report, signed by all three (3) Commissioners, found damages for the total acquisition of this property to be the sum of Eighty-Two Thousand, Three Hundred Seventy-Three Dollars ($82,373.00). In addition, the Commissioners, Seth Dermott, Chad Greer, and William Schmitt, submitted a fee bill for their time on this project, in the total amount of Four Thousand, Five Hundred Dollars, ($4,500.00). We recommend payment of these amounts into the Court at this time so that the City may take possession of the property and allow the project to proceed to conclusion.

RECOMMENDATION:

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

PCE:ab
attachments

COUNCIL BILL NO. 2013-013 ORDINANCE NO.

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and Commissioners' Fees in the case styled City of Joplin, Missouri v. Grande Tire Co., Inc., et al, Case No. 13AO-CC00207, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TC-0505, to complete the acquisition of right-of-way across property generally located at 20th & Maiden Lane, in Joplin, Jasper County, Missouri; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri, has commenced a condemnation action for the acquisition of certain real property for public use necessary for the final phase of the street widening improvements from 9th Street to 30th Street along Maiden Lane in the City of Joplin, in a case styled City of Joplin, Missouri v. Grande Tire Co., Inc., et al, Case No. 13AO-CC00207, filed in the Circuit Court of Jasper County, Missouri, at Joplin; and,

WHEREAS, on September 18, 2013, the Report of Commissioners was filed, setting the amount of compensation for the interest to be acquired from Grande Tire Co., Inc., in the total amount of Eighty-Two Thousand, Three Hundred Seventy-Three Dollars ($82,373.00), and the Commissioners' Fee Bill was filed in the office of the Circuit Clerk of Jasper County, Missouri, setting the Commissioners' Fees in the total amount of Four Thousand, Five Hundred Dollars, No Cents ($4,500.00).

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

Section 1. That payment of the Commissioners' Award in the total amount of Eighty-Two Thousand, Three Hundred Seventy-Three Dollars ($82,373.00), and the Commissioners' Fees in the amount of Four Thousand, Five Hundred Dollars ($4,500.00), is hereby authorized and directed to be made to the Circuit Clerk of Jasper County, Missouri, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TC-0505.

Section 2. That this Ordinance dealing with a public improvement is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of _____, 2013, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

IN THE CIRCUIT COURT OF JASPER COUNTY, MISSOURI
AT JOPLIN

FILED
-CLERK
SEP 18 2013
JASPER COUNTY CIRCUIT CLERK
JOPLIN, MISSOURI

CITY OF JOPLIN, MISSOURI, A Municipal Corporation, Plaintiff, vs. GRANDE TIRE CO., INC., et al Defendants.	)	Case No. 13AO-CC00207

REPORT OF COMMISSIONERS

COME NOW Seth Dermott, Chad Greer, and William Schmitt, three (3) disinterested freeholders and residents of Jasper County, Missouri, appointed Commissioners herein by the Circuit Court of Jasper County, Missouri, by an Order of Condemnation previously entered, and respectfully make a return under said Order, and say that they determine that the fair market value of the real estate described in Paragraph 7 in the Condemnation Petition, and the damages which the Defendants named therein will suffer by reason of the taking of the property and do make return under oath of such assessment and award of damages to the Clerk of the Court as follows:

1. We determine the fair market value of the following described real property, to wit: land, property or interest, ownership of or legal rights which are claimed by Defendants, in which they may have an ownership interest, to-wit:

New Right of Way:

A tract of land being a part of Lots 9 and 10 in Clark's Addition to the City of Joplin and described as beginning at the Northwest corner of Lot 10 in Clark's Addition; thence South 87°51'24" East, 4.61 feet; thence South 01°57'02" West, 44.47 feet; thence 70.15 feet along a curve to the left and having a radius of 82.50 feet, a chord distance of 68.06 on a bearing of South 48°09'36" East to a point on the North line of 20th Street; thence North 88°29'51" West, 41.80 feet; thence North 43°16'50" West, 21.13 feet; thence North 01°55'32" East, 73.58 feet to the Point of Beginning, totaling 1,074 square feet.

Temporary Construction Easement:

A tract of land being a part of Lots 9 and 10 in Clark's Addition to the City of Joplin and described as commencing at the Northwest corner of Lot 10 in Clark's Addition; thence South 87°51'24" East, 4.61 feet to the Point of Beginning; thence South 87°51'24" East, 5.00 feet; thence South 01°57'02" West, 43.30 feet; thence 64.08 feet along a curve to the left and having a radius of 77.50 feet, a chord distance of 62.27 on a bearing of South 48°19'15" East; thence South 88°29'51" East, 41.09 feet; thence South 01°30'09" West, 5.00 feet; thence North 88°29'51" West, 41.80 feet; thence 70.15 feet along a curve to the right and having a radius of 82.50 feet, a chord distance of 68.06 on a bearing of North 48°09'36" West; thence North 01°57'02" East, 44.47 feet to the Point of Beginning, totaling 762 square feet.

1,074 sq.ft. New Right of Way
762 sq.ft. Temp. Const. Esmnt.

as set forth in Paragraph 7 of the Condemnation Petition, and damages which the Defendants will suffer by reason of the taking of said property in the sum of EIGHTY-TWO THOUSAND-THREE-HUNDRED SEVENTY THREE Dollars, which is assessed by the Commissioners as damages for the appropriation of the same.

And having in all respects complied with the terms of the aforesaid Order, Commissioners pray that the report of their proceedings be accepted and confirmed, and that they be discharged and allowed compensation for their services.

IN WITNESS WHEREOF, the undersigned Commissioners have hereunto set their hands this 17 day of SEPTEMBER, 2013.

SETH DERMOTT

CHAD GREER

WILLIAM SCHMITT

Subscribed and sworn to before me this 18 day of September, 2013.

Melissa Holcomb, Acting Circuit Clerk

By: Ivy M. Stevenson
Deputy

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

Before me, the undersigned Circuit Clerk of the Circuit Court of Jasper County, Missouri, personally appeared Seth Dermott, Chad Greer, and William Schmitt, to me known to be the persons described in and who executed the foregoing instrument in writing, and by me being first duly sworn on their oath did subscribe their names to the same and did say that the matters and things set forth in the foregoing award are true, and that the assessments of damages as made therein are reasonable, fair, just and impartial, and that they have executed the foregoing instrument as a true act and deed of the Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Joplin, Jasper County, Missouri, this 18 day of September, 2013.

Melissa Holcomb, Acting Circuit Clerk

By: M. Stevenson
Deputy

IN THE CIRCUIT COURT OF JASPER COUNTY, MISSOURI
AT JOPLIN

FILED
CLERK
SEP 18 2013
JASPER COUNTY CIRCUIT CLERK
JOPLIN, MISSOURI

CITY OF JOPLIN, MISSOURI, A Municipal Corporation, Plaintiff, vs. GRANDE TIRE CO., INC., et al Defendants.	)	Case No. 13AO-CC00207

FEE BILL OF COMMISSIONERS

TO: Seth Dermott, service as Commissioner in the above entitled cause, $ 1500.00 .

TO: Chad Greer, service as Commissioner in the above entitled cause, $ 1500.00

TO: William Schmitt, service as Commissioner in the above entitled cause, $ [illegible]

We certify the above bill to be correct and just and that the services were rendered as stated.

Seth Dermott

Chad Greer

William Schmitt

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

Subscribed and sworn to before me this 18 day of September, 2013.

Melissa Holcomb, Acting
Circuit Clerk

By: Dey M. Stevenson
Deputy/Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013
Council Bill No. 2013-231

Item: Painting Decorative and Parking Lot Streetlights 2013 Project 2013-231
Originating Department: Public Works – Engineering

Attachments: 1) Location Maps
2) Bid Tabulation
3) Council Bill No. 2013-231

Engineering Department: Dave Hunt DWH	Date: 9-30-13
Department Head: Sam Anselm	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13
City Attorney: Brian Head	Date: 9/30/13
Finance Department: Leslie Haase	Date: 10/1/13

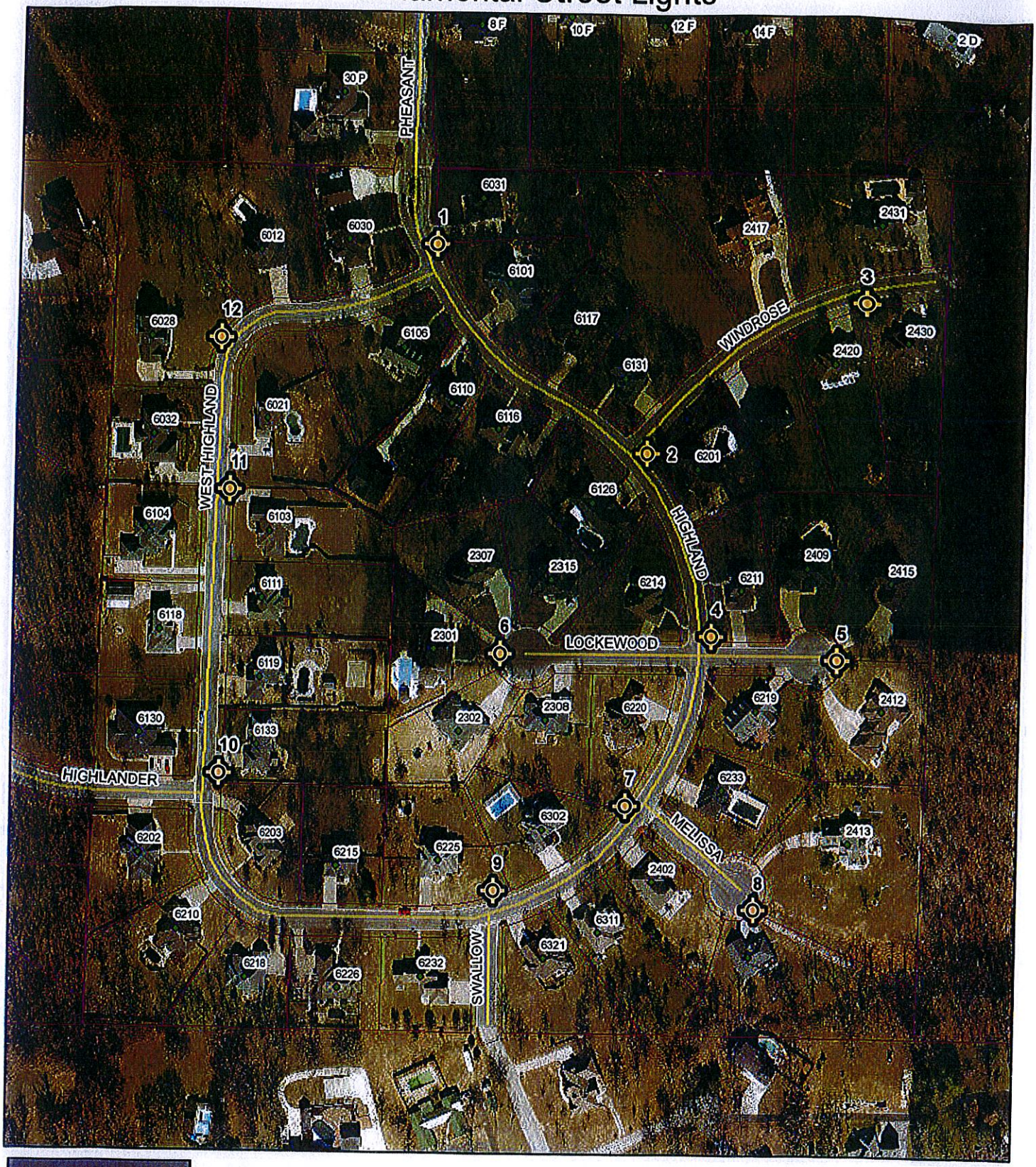
Recommended Action: Approval of an Award of Contract to Yakel Painting Company in the amount of $28,392.80 for the Painting Decorative and Parking Lot Streetlights 2013 project.

Background: City staff has evaluated the conditions of the City streetlights and have found that there are certain lights that are in need of repainting.

Discussion:
The street lights are broken down into two categories ornamental and parking lot. The ornamental lights located in the Highlands, Woodland Hills I, Dear Run Subdivision, Westberry Farms and Arbor Hills and will be painted green. The parking lot street lights on the 300 block of Pennsylvania, 500 block of Joplin, 600 block of Virginia, 600 block of Joplin and the 200 block of 7th will be painted black. The total amount to be painted will be 40 decorative and 26 parking lot lights. This project was originally bid on April 23, 2013. At that time, only 1 firm submitted; their bid price was $126,500.16, for a total of 66 poles and 52 cover plates. However, their bid was declared invalid due to an addendum not being attached. Before re-bidding the project, we contacted three local painting firms and invited them to look at our project and give recommendations. All did so, and five companies attended the pre-bid, including the three that reviewed the project. When the bid was opened, only one firm submitted. The bid was for $28,392.80.

Recommendation: City staff recommends Award of Contract to Yakel Painting Company in the amount of $28,392.80 for the Painting Decorative and Parking Lot Streetlights 2013 project.

The Highlands
Ornamental Street Lights



Legend
- Ornamental Street Lights
- Joplin Streets
- Newton County Parcels
- House Numbers

The Highlands Summary
Lamps: 12
Wattage: 175 MH
Voltage: 120
Poles: 12
Photocell: 12

N
W E
S

1 inch = 200 feet

EXHIBIT A

Woodland Hills I
Ornamental Street Lights



Legend
- Ornamental Street Lights
- Joint Streets
- Newton County Parcels
- House Numbers

Woodland Hills I Summary
Lamps: 5
Wattage: 175 MH
Voltage: 120
Poles: 5
Photocell: 5

N W E S

1 inch = 200 feet

EXHIBIT B

Deer Run Subdivision

Ornamental Street Lights



Legend

- Ornamental Street Lights
- Joplin Streets
- Newton County Parcels
- House Numbers

Deer Run Summary
Lamps: 3
Wattage: 175 MH
Voltage: 120
Poles: 3
Photocell: 3

N
W E
S

1 inch = 200 feet

EXHIBIT C

Westberry Farms & Arbor Hills

Ornamental Street Lights



Arbor Hills Summary	
Lamps:	27
Wattage:	175 MH
Voltage:	120
Poles:	27
Photocell:	27

Westberry Farms Summary	
Lamps:	7
Wattage:	175 MH
Voltage:	120
Poles:	7
Photocell:	7

N W E S

1 inch = 313.022459 fee

EXHIBIT D

Mongoose Head
Street Lights - Black



Date: 11/27/2012

EXHIBIT E

1 inch = 300 feet

City of Joplin

PAINTING DECORATIVE AND PARKING LOT LIGHTS

AUGUST 21, 2013

	CONTRACTOR			Yakel Painting	
	Item	Quantity	Unit	Unit Price	Extended Price
1	Decorative Streetlights – green	40	EA	401.07	16,042.80
2	Parking Lot Mongoose Head Streetlights-black	26	EA	401.00	10,426.00
3	Cover Plates – complete & in place	52	EA	37.00	1,924.00
					28,392.80

* Item dismissed from project

Math Error

Reconciled by

Approved by:

COUNCIL BILL NO. 2013- 231 **ORDINANCE NO.**

AN ORDINANCE approving a contract with Yakel Painting Company in the amount of Twenty Eight Thousand Three Hundred Ninety Two and 80/100 Dollars ($28,392.80) for the Painting Decorative and Parking Lot Lights 2013 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract is awarded to Yakel Painting Company in the amount of Twenty Eight Thousand Three Hundred Ninety Two and 80/100 Dollars ($28,392.80) for the Painting Decorative and Parking Lot Lights 2013 project in the City of Joplin, Missouri

Section 2. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 3. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Tax Fund, Account Number 145-4565-520-8660.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the capital improvement tax fund, 145-4565-520-8660 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____
Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013
Council Bill No. 2013-235

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-235

Engineering Department: David Hunt DwH	Date: 9-30-13
Department Head: Sam Anselm	Date: 9/30/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13
Finance Department: Leslie Haase LH	Date: 10-1-13

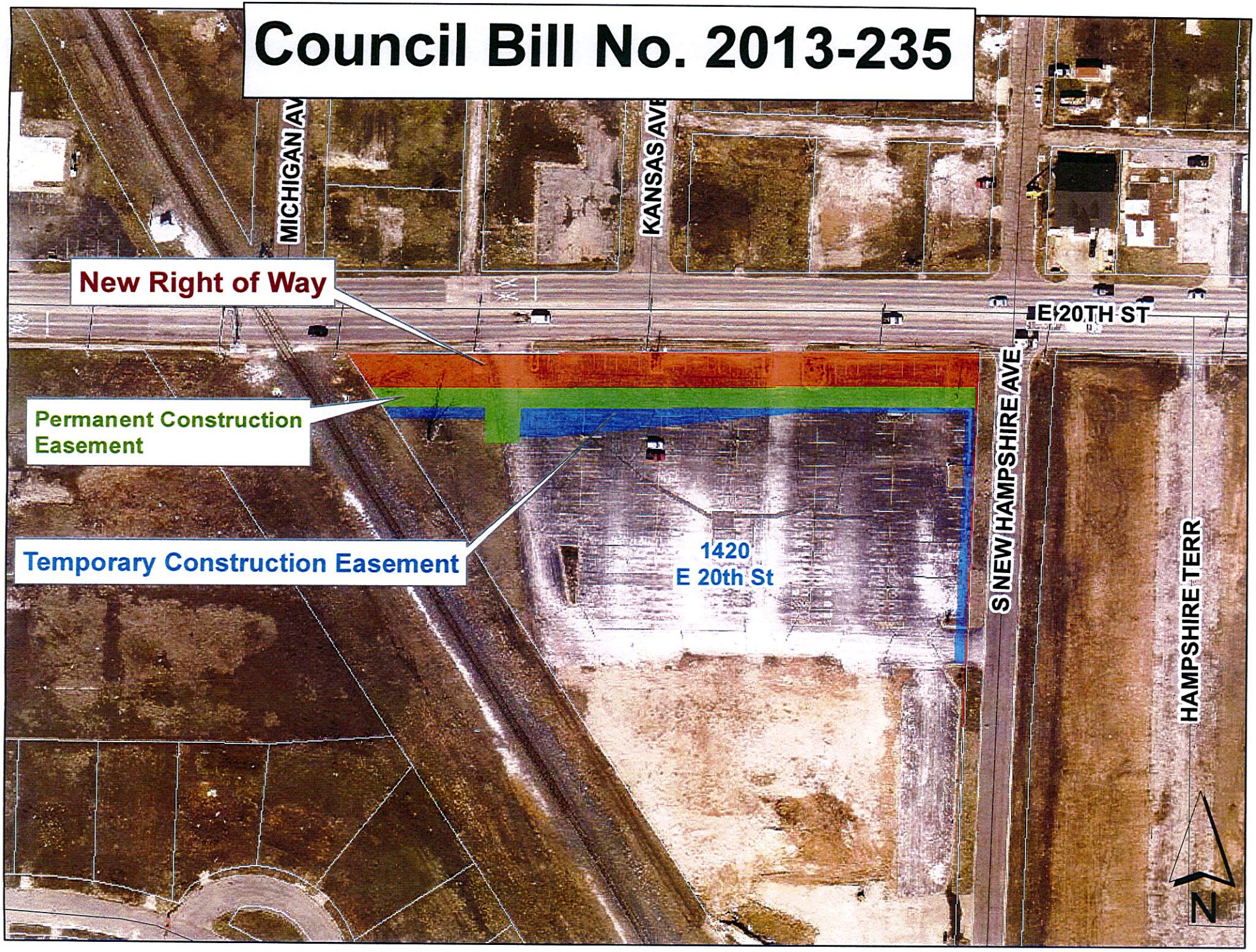
Recommended Action: Purchase of Right of Way and easements from Dillon Real Estate Company, Inc., at 1420 E. 20th Street.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330572L maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing lights. In order to reduce delay and enhance safety for train operators and highway users, separating the crossing grade is necessary. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

Funding for the construction of this project is part of a Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration.

Discussion: Staff has reached an agreement with the property owner for Two Hundred Forty Thousand Five Hundred Thirty-Four Dollars ($240,534.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of Two Hundred Forty Thousand Five Hundred Thirty-Four Dollars ($240,534.00), for the purchase of the described right of way and easements at 1420 E. 20th Street.


Council Bill No. 2013-235
MICHIGAN AV
KANSAS AVE
New Right of Way
E 20TH ST
Permanent Construction Easement
Temporary Construction Easement
1420
E 20th St
S NEW HAMPSHIRE AVE
HAMPSHIRE TERR
N

COUNCIL BILL NO. 2013-235 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 1420 E. 20th Street, located in the Northeast Quarter (NE1/4) of Section 14, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Hundred Forty Thousand, Five Hundred Thirty-Four and 00/100 dollars ($240,534.00) and containing an emergency clause.

WHEREAS, Dillon Real Estate Company, Inc., is the legal owner of property at 1420 E. 20th Street, located in the Northeast Quarter (NE1/4) of Section 14, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for 20th Street Grade Separation Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and easements, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 1420 E. 20th Street, consisting of:

New Right of Way

ALL THAT PART OF PARCEL 26 OF MISCELLANEOUS TRACT 10, PART OF PARCEL 25 OF MISCELLANEOUS TRACT 17 AND PART OF PARCEL 24 OF MISCELLANEOUS TRACT 17, IN THE CITY OF JOPLIN, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
THENCE S88°55'35"E, 1699.07 FEET ALONG THE NORTH LINE OF SAID SECTION;
THENCE S02°06'57"W, 39.95 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NEW HAMPSHIRE AVENUE, BEING THE POINT OF BEGINNING;
THENCE S02°06'57"W, 340.05 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF SAID PARCEL 24;

THENCE N88°55'35"W, 2.00 FEET ALONG THE SOUTH LINE OF SAID PARCEL 24;
THENCE N02°06'57"E, 307.05 FEET;
THENCE N88°55'24"W, 561.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF KCS RAILROAD AND THE BEGINNING OF A NON-TANGENT CURVE;
THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND NON-TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N31°37'33"W 39.22 FEET, A RADIUS OF 5704.58 FEET AND ARC LENGTH OF 39.22 FEET TO THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET;
THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE, S88°55'24"E, 585.22 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

CONTAINING 19590 SQUARE FEET MORE OR LESS.

Permanent Construction Easement

ALL THAT PART OF PARCEL 26 OF MISCELLANEOUS TRACT 10, PART OF PARCEL 25 OF MISCELLANEOUS TRACT 17 AND PART OF PARCEL 24 OF MISCELLANEOUS TRACT 17, IN THE CITY OF JOPLIN, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE S88°55'35"E, 1699.07 FEET ALONG THE NORTH LINE OF SAID SECTION;
THENCE S02°06'57"W, 72.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NEW HAMPSHIRE AVENUE; THENCE N88°55'24"W, 2.00 FEET TO THE POINT OF BEGINNING;
THENCE S02°06'57"W, 18.00 FEET; THENCE N88°55'24"W, 429.65 FEET; THENCE S01°04'36"W, 32.21 FEET; THENCE N88°55'24"W, 30.00 FEET; THENCE N01°04'36"E, 32.21 FEET; THENCE N88°55'24"W, 89.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF KCS RAILROAD, AND THE BEGINNING OF A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND NON-TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N31°55'50"W 21.46 FEET, A RADIUS OF 5704.58 FEET AND ARC LENGTH OF 21.46 FEET; THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE, S88°55'24"E 561.44 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 10970 SQUARE FEET MORE OR LESS.

East Temporary Construction Easement

ALL THAT PART OF PARCEL 26 OF MISCELLANEOUS TRACT 10, PART OF PARCEL 25 OF MISCELLANEOUS TRACT 17 AND PART OF PARCEL

24 OF MISCELLANEOUS TRACT 17, IN THE CITY OF JOPLIN, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE S88°55'35"E, 1699.07 FEET ALONG THE NORTH LINE OF SAID SECTION;
THENCE S02°06'57"W, 90.96 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NEW HAMPSHIRE AVENUE; THENCE N88°55'24"W, 2.00 FEET TO THE POINT OF BEGINNING;
THENCE S02°06'57"W, 232.04 FEET; THENCE N88°55'24"W, 10.00 FEET; THENCE N02°06'57"E, 227.04 FEET; THENCE N88°55'24"W, 151.51 FEET; THENCE S85°54'00"W, 221.66 FEET;THENCE N88°55'24"W, 47.29 FEET; THENCE N01°04'36"E, 25.00 FEET; THENCE S88°55'24"E, 429.65 FEET TO THE POINT OF BEGINNING. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 7570 SQUARE FEET MORE OR LESS.

West Temporary Construction Easement

ALL THAT PART OF PARCEL 26 OF MISCELLANEOUS TRACT 10 IN THE CITY OF JOPLIN, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE S88°55'35"E, 1699.07 FEET ALONG THE NORTH LINE OF SAID SECTION;
THENCE S02°06'57"W, 90.96 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NEW HAMPSHIRE AVENUE;THENCE N88°55'24"W, 461.65 FEET TO THE POINT OF BEGINNING;
THENCE S01°04'36"W, 10.00 FEET; THENCE N88°55'24"W, 83.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF KCS RAILROAD; THENCE N32°07'49"W, 2.80 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N32°05'04"W 9.15 FEET, A RADIUS OF 5704.58 FEET AND ARC LENGTH OF 9.15 FEET; THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE, S88°55'24"E, 89.76 FEET TO THE POINT OF BEGINNING. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT.

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 870 SQUARE FEET MORE OR LESS.

Section 2. That the City of Joplin authorize placing $240,534.00, in escrow for the purchase of right of way and easements at 1420 E. 20th Street. Payment will be made from account #145-4565-520-8105 Project TG0522.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2013-235 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013
Council Bill No. 2013-236

Item: Purchase of Property for the 20th Street Transit Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-236

Engineering Department: Dave Hunt DwH	Date: 8-30-13
Department Head: Sam Anselm	Date: 9/30/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13
Finance Department: Leslie Haase	Date: 10/1/13

Recommended Action: Purchase of Right of Way from David L. Word., at 2002 Arizona Avenue.

Background: The 20th Street Transit Project, including Pedestrian and Bicycle upgrades, is part of the TIGER Grant TDG-3200(718) project 5. It consists of a total of 3,000 feet (1,500 feet each side of the road) of concrete walkway and 10 foot wide trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard. The purchase of right of way is necessary for the construction of this project.

Funding for the construction of this project is part of the Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration.

Discussion: Staff has reached an agreement with the property owner for $18,000. This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of Eighteen Thousand Dollars ($18,000) for the purchase of the described right of way at 2002 Arizona Avenue.

Council Bill No. 2013-236



COUNCIL BILL NO. 2013-236 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way from property at 2002 Arizona Avenue, consisting of Lot Numbered Thirty-Three (33), in Kindred's Replat, being part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Eighteen Thousand and 00/100 dollars ($18,000.00) and containing an emergency clause.

WHEREAS, David L. Word, is the legal owner of property at 2002 Arizona Avenue, consisting of Lot Numbered Thirty-Three (33), in Kindred's Replat, being part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the 20th Street Transit Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 2002 Arizona Avenue, consisting of:

Parcel 20 New Right of Way

ALL OF LOT NUMBERED THIRTY-THREE (33) IN KINDRED'S REPLAT, BEING PART OF KINDRED'S SUB-DIVISION AND PART OF KINDRED'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACORDING TO THE RECORDED PLAT THEREOF, SUBJECT TO ANY EASEMENTS OR RESTRUCTIONS OF RECORD CONTAING 10500 SQUARE FEET MORE OR LESS.

Section 2. That the City of Joplin authorize placing $18,000.00, in escrow for the purchase of right of way at 2002 Arizona Avenue. Payment will be made from account #145-4565-520-8105 Project TG0524.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2013-236 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013
Council Bill No. 2013-237

Item: Zora Widening, Negotiation Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2013-237

Department Head: Sam Anselm	Date: 9/30/13
Engineering Department: Dave Hunt DWH	Date: 9-30-13
Finance Department: Leslie Haase LH	Date: 10/1/13
City Attorney: Brian Head BH	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13

Recommended Action: Approval of an Agreement with Anderson Engineering in the amount of $41,890 for property negotiation services for the Zora Widening Project, Highview Avenue to Missouri Avenue.

Background: In 1998, the East/West Corridor Study was completed and recommended improvements on Zora Street from the Range Line bypass (Route 249) to Route JJ. The improvement of Zora Street from Highview to Missouri Avenue was set up as a multi-phase project. The first phases included storm water drainage improvements and the construction of a three lane street, based on a design for future 5 lanes. This agreement is for the final phase of the project.

City Staff sought and received qualifications from four firms for property negotiation services. The staff recommends Anderson Engineering to provide negotiation services.

Discussion: Attached is the consultant agreement. This fee will cover the property negotiations for the project. The total estimated fee for this project $41,890.

Recommendation: It is recommended that an award of the Agreement with Anderson Engineering in the amount of $41,890 for property negotiation services for the Zora Widening project be approved.

2013 - 121

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by: City of Joplin Director of Public Works, and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The "**CLIENT**" is: City of Joplin, Missouri
Address: 602 S. Main St.
Joplin, MO. 64801

The "**PROJECT**" is: Zora Street Right of Way Negotiation
Location: Highview Ave. West to Missouri Ave., Joplin, MO

TERMS AND CONDITIONS:

I. General conditions numbered 1 through 12 (as shown on attached page).

II. Scope of work detailed in proposal letter dated: August 12, 2013.

(ATTACHED)

III. SPECIAL CONDITIONS

IV. FEES AND COMPENSATION:

Estimated fee of $ 29,500.00 and a not to exceed fee of $41,890.00 as detailed in our proposal letter dated August 12, 2013.

V. **PAYMENT:** Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.	CITY OF JOPLIN, MISSOURI
by: _____	by: _____
James E. Michel, P.L.S.	(Print Name and Title)
DATE: September 16, 2013,	DATE: _____

1745 S. GARRISON • CARTHAGE, MO 64836 • PH: 417.358.9551 • FX: 417.358.4224 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM

GENERAL CONDITIONS

1. PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

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

The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

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

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

8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

City of Joplin
Public Works
Attn: Chad Weller
602 S. Main St.
Joplin, MO. 64801

Re: Zora Ave. Widening Project – Highview Ave. to Missouri Ave.

Anderson Engineering, Inc. would like to thank the City for the opportunity to submit our proposal for this Project. AE has several personnel who have considerable experience in right of way accusation and negotiation. What we propose would be to assign this project to a project manager who would with the help of his/her team take care of the responsibilities needed. Those responsibilities and the *estimated* time frame for each and the personnel utilized are as follows:

Task

1. Review of Project design and right-of-way plans - PLS
2. Public Hearings - PLS/EIT
3. Set up acquisition files (47) - Clerical
4. Set up standard acquisition forms, send Certified letter of offer - PLS/EIT
5. Contact/meet with owners on site - PLS/EIT
6. Negotiator's follow up report - PLS/EIT
7. Review counter offers w/City personnel - PLS/EIT
8. Obtain signatures, notarize documents - PLS/EIT
9. Deliver payment to land owner - PLS/EIT

Based on the estimated time required we feel that we can complete the acquisition within a 60 day window. The estimated cost for this project based upon previous projects of this nature recently done for the City of Joplin is $29,500, at a per parcel price of $627.66, with a **NOT to Exceed** costs for the above services would be $41,890 at a per parcel price of $891.28. These estimated costs vary due to the amount of time estimated for each tract and based upon the percentage of tracts where problems could arise and require more conversations, correspondence or visitations.
We here at, AE looks forward to working with you on this Project.

James Michel, PLS 12/12/13

1745 S. GARRISON • CARTHAGE, MO 64836 • PH: 417.358.9551 • FX: 417.358.4224 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM
CIVIL ENGINEERING • SURVEYING • STRUCTURAL • MUNICIPAL • GEOTECHNICAL/DRILLING • MATERIALS TESTING

COUNCIL BILL NO. 2013-237 ORDINANCE NO.

AN ORDINANCE approving the agreement between the City of Joplin and Anderson Engineering in the amount of Forty-One Thousand Eight Hundred Ninety and No/100 Dollars ($41,890.00) for property negotiation services for the Zora Widening Project from Highview to Missouri Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Anderson Engineering in the amount of Forty-One Thousand Eight Hundred Ninety and No/100 Dollars ($41,890.00) for property negotation services for the Zora Widening Project, in the City of Joplin, be and the same is hereby approved.

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

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

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0512 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: October 7, 2013
Council Bill No. 2013-238

Item: St. Louis Widening, Appraisal Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2013-238

Department Head: Sam Anselm	Date: 9/30/13
Engineering Department: David Hunt DWH	Date: 9-30-13
Finance Department: Leslie Haase LH	Date: 10/1/13
City Attorney: Brian Head BH	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13

Recommended Action: Approval of an Agreement with Sage Valuations in the amount of $64,000 for appraisal services for the St. Louis Widening Project, Zora to Broadway.

Background: The City of Joplin has budgeted money for the widening of St. Louis Avenue from Zora, south to Broadway through the 3/8 cent transportation sales tax fund that was approved by voters in August 2004. Listed as number sixteen, this project involves the widening of the existing 2-lane road into a 3-lane road. Bicycle lanes are included with the widening and a sidewalk is planned for pedestrians. The existing 2 lane bridge over Turkey Creek will be used in place. This agreement is for the appraisals of 63 properties.

City Staff sought and received qualifications from four firms for property evaluation services. The staff recommends Sage Valuations to provide appraisal services.

Discussion: Attached is the consultant agreement. This fee will cover the professional appraisals for the project. The total estimated fee for this project $64,000.

Recommendation: It is recommended that an award of the Agreement with Sage Valuations in the amount of $64,000 for appraisal services for the St. Louis Widening project be approved.

2010-238

CCO FORM: RW17
Approved: 04/92 (TWJ)
Revised: 01/06 (AR)
Modified:

County: Jasper
Street/Route: ST. LOUIS WIDENING
State Job No.: N/A
Project.: BROADWAY TO ZORA

CITY OF JOPLIN, MISSOURI RIGHT OF WAY AND EASEMENT APPRAISAL AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF JOPLIN (hereinafter, "City"), acting herein by and through its City Administrator and/or Mayor, and SAGE VALUATIONS (hereinafter, "Contractor") whose address is 1914 East 48th Street, Joplin, MO 64804

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) APPRAISAL: In return for the fees as herein set out, Contractor shall furnish City with an appraisal setting forth an estimate of just compensation for each of the tracts or parcels of land set forth in Exhibit 1, attached hereto and incorporated herein by reference, in connection with the acquisition of right of way and easements for roadway construction of the **SAINT LOUIS STREET WIDENING PROJECT having approximately 63 parcels.**.

(2) WRITTEN REPORT: Contractor shall, within a reasonable time furnish an electronic submission of each detailed appraisal, in accordance with the appraisal procedures as established and set forth by the Missouri Department of Transportation guidelines.

(3) NOTICE TO PROCEED: The Notice to Proceed will stipulate the date Contractor is expected to begin work. City will issue the Notice to Proceed in a separate letter upon City approval of this Agreement.

(4) CITY RESPONSIBILITIES: City will provide Contractor with complete right of way and easement plans and a legal description of each tract to be appraised and the names of the record owners. City will also provide the following information, if available: Title information, plats, and any other relevant data. Contractor shall in no event be responsible for the failure to furnish the proper name or ownership of the tract involved, but if information comes to Contractor in the progress of its work indicating a different ownership, it shall notify City and include the new information in the appraisal.

(5) EVALUATION OF EQUIPMENT, MACHINERY, ETC.: The appraisal shall include the evaluation of all equipment, machinery or other appurtenances which are considered real property and are contained in any improvement on the property being appraised, however, if City determines that the property includes a substantial amount of equipment, machinery and other appurtenances which are part of the realty, but are not generally included in real estate appraisals, City will have the value of such equipment, machinery or other appurtenances, determined by competent evaluators. City shall furnish the conclusions of such evaluators to Contractor, the contributory value of which will be considered in establishing the value of the whole.

(6) COMPENSABLE ITEMS: Contractor agrees that personal property, loss of business or good will, or other items not generally compensable in eminent domain proceedings will not be considered in its determination of value. If there is any doubt as to whether certain portions of the property involved are real estate or personal property, City, at the request of Contractor, will designate an attorney to make a finding as to the status of such improvements. City will, through its attorneys, give legal advice relative to consideration of benefits chargeable to the property and as to compensable and noncompensable items.

(7) CONFIDENTIALITY: Contractor shall prepare the appraisal in each instance independent of any other appraiser employed by City for the same work. Contractor shall not furnish to any other person or persons, except by order of the court of proper jurisdiction or officials of the United States Department of Transportation when federal funds participate in the cost of the project, a copy of the appraisal or any information contained therein. The appraisal reports to City are confidential between the parties hereto and officials of the United States Department of Transportation when federal funds participate in the cost of the project and any breach of any confidence shall be considered a material breach of this Agreement. Contractor shall not disclose to third parties confidential factual matter provided by City except as may be required by statute, ordinance, or order of court, or as authorized by City. Contractor shall notify City immediately of any request for such information.

(8) APPRAISAL UPDATE: It is understood and agreed that the appraised value fixed in the appraisal report may be subsequently affected by economic conditions, laws, ordinances, etc. and that such value shall be valid only for a reasonable time after submission. Contractor shall update such appraisal reports or reappraise certain parcels as designated by City. Any additional compensation for an appraisal update must be in writing and attached as a supplement to this Agreement.

(9) COMPENSATION:

(A) SUBMISSION OF REPORTS AND BILLS: Contractor shall submit its reports to the attention of the City Administrator. Contractor shall periodically submit bills for services covering appraisals made during the contract period involved. Payment will be made approximately within a reasonable length of time after submission and approval of bills.

(10) FEES: Contractor shall receive a fee for each appraisal completed in accordance with this contract as listed on Exhibit 2 attached hereto and incorporated herein.

(11) TRIAL PREPARATION AND COURT APPEARANCES: Contractor shall be available for consultation during trial preparation and appear in any court proceedings as requested by City's Attorney in support of Contractor's appraisals. Contractor shall receive a per diem rate based upon the current prevailing rate in Contractor's geographical area for such consultation and/or court appearances as agreed upon at the time such services are requested. Contractor will receive reimbursement for reasonable expenses incurred for such services.

(12) CHANGE IN SCOPE OR CHARACTER OF WORK: If for any reason due to changes in plans or otherwise, there shall be a change in the scope or character of the work to be performed by Contractor which necessitates a corresponding change in the amount of compensation, the parties hereto shall incorporate such changes in writing as a supplement to this Agreement. Under no circumstances shall Contractor proceed with the appraisal until the supplemental agreement is executed by both parties.

(13) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(14) TERMINATION:

(A) FOR CAUSE: In the event Contractor shall fail to comply with the terms of this Agreement or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this Agreement upon written notice. If this Agreement is terminated under this provision, City shall pay Contractor only for those appraisals satisfactorily completed, as determined by City, and such appraisals will be the property of City.

(B) FOR PROJECT DELAY, CANCELLATION, ETC.: Should the project covered by this Agreement be postponed, delayed or otherwise cancelled by City, the City shall have the right to terminate this Agreement. In the event this Agreement is terminated under this provision or in the event it is terminated because of illness of Contractor or for other reasons not due to any fault on the part of Contractor, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of City, and will be paid for in proportion to its value to City as

determined by the City Administrator and the City Engineer.

(15) EXTENSION OF TIME: The length of time given this Agreement, as shown in Paragraph 2, will not be extended without the approval of the City. Any and all changes to this time period must be in writing and approved in advance by the City.

(16) DISPUTE RESOLUTION: In the event of any dispute concerning a question of fact in connection with the work, the City Administrator shall make a determination of such fact and his/her decision shall be final.

(17) INDEMNIFICATION: The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Contractor performance under this Agreement, the Contractor assumes the obligation to save the City, including its agents, employees and assigns harmless, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such negligent act, including legal fees. The Contractor also agrees to hold the City, including its agents, employees and assigns, harmless from any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement.

(18) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.

(19) PROFESSIONAL STANDARDS: Contractor will follow accepted principles and techniques in the evaluation of real estate.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jasper County, Missouri.

(22) CONTRACTOR DETERMINATIONS: Contractor will personally make all determinations required in the appraisal, except data involving measurements, mechanical calculations, entries on public records and computation of construction costs. Elements of the appraisal not requiring the personal professional opinion of Contractor may be delegated to others under the direct supervision of and employed by Contractor, i.e. stenographic assistance. All determinations of value are to be the sole responsibility of Contractor.

(23) NONDISCRIMINATION ASSURANCE: With regard to work under this

Agreement, the Contractor agrees as follows:

(A) Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act.

(B) Executive Order: The Contractor shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Contractor or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Nondiscrimination: The Contractor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the

Contractor complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(24) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, and any other insurance required by law or deemed necessary by Contractor.

(25) CERTIFICATE OF APPRAISER: Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the appraisal report as prepared by authority of this Agreement.

(26) WORK PRODUCT: All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement or in performance of services hereunder, shall be delivered to and become the property of the City upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Contractor this _____ day of September, 2013.

Executed by the City this ____ day of _____, 20__.

CITY OF JOPLIN, MISSOURI	CONTRACTOR
_____	_____
(Signature)	(Signature)
Title _____	SAGE VALUATIONS
	(Typed or printed name)

Exhibit

SAGE VALUATIONS

APPRAISAL, APPRAISAL REVIEW & CONSULTING SERVICES

AUGUST 9TH, 2013

CITY OF JOPLIN
BROADWAY)
SOUTH MAIN
JOPLIN, MO 64801

ST LOUIS WIDENING PROJECT (ZORA TO 602

ATTENTION: KIM HOUNSCHELL

ENGINEERING DEPARTMENT

DEAR MS. HOUNSCHELL:

BELOW IS MY *PROPOSAL* FOR APPRAISAL WORK ON THE ST. LOUIS WIDENING PROJECT. BRIEF DESCRIPTIONS OF THE ACQUISITIONS ARE LISTED WITH THE PROPOSED FEES. PLEASE NOTE, I COUNT 64 PARCELS WITH THE DAVIS TRACT APPRAISAL BEING PREVIOUSLY COMPLETED. THEREFORE, THIS TOTAL BID IS SUBMITTED FOR 63 PARCELS.

OWNER	*ST.L ADDRESS*	*SF ACQUISITION DESCRIPTION*	*FEE PROPOSAL*
ZORA TO TRAIL			
MCDONALD	SE COR	3456 RW, 220 TE	$1,000
DAVIS	SW COR	1790 RW	ALREADY COMPLETED
		TRAIL TO VANDELLA STREET – WEST SIDE	
MARQUARDT	2414 SL	1330 RW, 996 SE, 628 PE	$1,000
GURLEY	2306 SL	804 RW, 165 TE	$1,000
HERNANDEZ	1627 SOUTH	525 RW	$1,000
		SOUTH STREET	
MYERS	2208 SL	475 RW	$1,000
JONES	2206 SL	425 RW, 560 TE	$1,000
HARNAR	2202 SL	500 RW, 313 TE, 267 SE	$1,000
TRAIL TO VANDELLA STREET - EAST SIDE			
MCCAULEY	2426 SC	813 RW	$1,000
GAP	NO ADDRESS	383 RW	$1,000
HENSLEY	2421 SL	520 RW, 1060 TE	$1,000
BUSBY	2417 SL	500 RW, 520 TE	$1,000
BEECHAM	2211 SL	500 RW, 1420 TE	$1,000
HAYES	2207 SL	500 RW, 625 TE	$1,000
MATHEWS	2203 SL	590 RW, 435 TW	$1,000
ROBERTS	2201 SL	800 RW, 105 TW	$1,000

OWNER	*ADDRESS*	*SF ACQUISITION DESCRIPTION*	*FEE PROPOSAL*
VANDELLA ST TO TRENTON ST - EAST SIDE			
WILSON	2131 SL	425 RW	$1,000
HINDS	2115 SL	499 RW, 150 TE	$1,000
AMODEO	2111 SL	375 RW, 95 TE	$1,000
ROBBINS	2003 SL	375 RW	$1,000
MILLER	1801 TRENTON	425 RW	$1,000
VANDELLA ST TO TRENTON ST - WEST SIDE			
MCGEE	2008 SL	568 RW, 356 SE, 520 TE	$1,000
MERRIMAN	2006 SL	667 RW, 603 SE, 840 TE	$1,000
BLACK	2002 SL	717 RW, 600 SE, 300 TE	$1,000
TRENTON ST TO ROLLA ST – EAST SIDE			
SCOTT	1810 TRENTON	800 RW	$1,000
BRUCE	1915 SL	500 RW, 435 TE	$1,000
TANNER	1911 SL	250 RW, 375TE	$1,000
PASSWATER	1901 SL	550 RW	$1,000
TRENTON ST TO ROLLA ST – WEST SIDE			
DANNER	1930 SL	715 RW	$1,000
JONES	1916 SL	667 RW	$1,000
BYRD	1902 SL	717 RW, 253 TE	$1,000
ROLLA ST TO QUINCY ST - EAST SIDE			
HATCHER	1831 ROLLA	300 RW	$1,000
WALLACE	1825 SL	250 RW	$1,000
EDWARDS	1817 SL	250 RW	$1,000
LIBERTY	1809 SL	250 RW	$1,000
FERNSIDE	1805 SL	250 RW	$1,000
FERNSIDE	1801 SL	608 RW, 700 TE	$1,000
ROLLA ST TO QUINCY ST - WEST SIDE			
DELANEY	1830 SL	674 RW, 422 TE	$1,000
LEWIS	1822 SL	1183 RW, 875 SE, 440 TE	$1,000
QUINCY ST TO EUCLID ST - EAST SIDE			
RH CHURCH	SE SL/EUCLID	5424 RW, 3387 SE	$1,000
JEWSBURY	1414 EUCLID	3538 RW, 125 SE, 1010 TE	$1,000
LEA	1302 EUCLID	2434 RW, 255 TE	$1,000
QUINCY ST TO NASHVILLE ST - WEST SIDE			
HOWERTON	1632 SL	375 RW, 744 SE, 1040 TE	$1,000
LEWIS	1618 SL	375 RW, 615 SE, 1080 TE	$1,000
SMITH	1612 SL	435 RW, 296 SE, 3120 TE	$1,000
TAYLOR	1602 SL	415 RW, 260 SE, 945 TE	$1,000
NGUYEN	1524 SL	375 RW, 250 SE, 625 TE	$1,000
HIGGINSON	1518 SL	375 RW, 245 SE, 650 TE	$1,000
JOP INVEST	0000 SL	275 RW, 500 SE	$1,000
BARRETT	1502 SL	375 RW, 470 SE, 1120 TE	$1,000

OWNER	*ADDRESS*	*ACQUISITION DESCRIPTION*	*FEE PROPOSAL*
			NASHVILLE
ST TO TURKEY CREEK – WEST SIDE			
SHARP	1424 SL	423 RW, 278 SE, 600 TE	$1,000
MCGAUGH	1416 SL	341 RW, 231 SE, 110 TE	$1,000
WELCH	1412 SL	342 RW, 222 SE, 480 TE	$1,000
C & D ENT	1408	373 RW, 268 SE, 420 TE	$1,000
MOODY	LAND	56 RW, 168 SE	$1,000
TURKEY CREEK TO NORTH ST – WEST SIDE			
TAMCO	601 N HIGH	6956 RW, 20150 SE, 2055 TE	$2,000
DONAHUE	1611 NORTH	50 RW	$1,000
NORTH ST TO FURNACE ST - WEST SIDE			
REPPLINGER	SW NORTH/SL	50 RW	$1,000
REPPLINGER	NW FURN/SL	50 RW	$1,000
FURNACE ST TO VALLEY ST - WEST SIDE			
PARCELL	SW FURN/SL	50 RW, 387 TE	$1,000
KRUDWIG	1609 VALLEY	50 RW, 388 TE	$1,000
VALLEY ST TO HILL ST - WEST SIDE			
KRUDWIG	1626 VALLEY	100 TE	$1,000
ELBERT	1611 HILL	100 TE	$1,000
HILL ST TO BROADWAY - WEST SIDE			
MCGOWAN	108 SL	578 TE	$1,000
		TOTAL	$64,000

AVERAGE PRICE PER APPRAISAL: $1,015.87 ($64,000/63 TRACTS)

FOR ADDITIONAL SERVICES SUCH AS: MEETINGS WITH COURT APPOINTED COMMISSIONERS, COURT TESTIMONY, MEETINGS WITH CITY OFFICIALS, ETC. THE HOURLY RATE IS $150 PER HOUR. I ESTIMATE I CAN COMPLETE APPROXIMATELY 3 PARCELS PER WEEK AFTER THE NOTICE TO PROCEED IN GIVEN. IF TIME IS AN ISSUE, THE OFFERS CAN BE MADE AS THE APPRAISALS ARE SUBMITTED. I LOOK FORWARD TO MEETING WITH YOU TO DISCUSS THIS PROJECT.

SINCERELY YOURS,

LES A. SAGE
MISSOURI CERTIFIED GENERAL REAL ESTATE APPRAISER

COUNCIL BILL NO. 2013-238 **ORDINANCE NO.**

AN ORDINANCE approving the agreement between the City of Joplin and Sage Valuations in the amount of Sixty-Four Thousand and No/100 Dollars ($64,000.00) for appraisal services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Sage Valuations in the amount of Sixty-Four Thousand and No/100 Dollars ($64,000.00) for appraisal services for the St. Louis Widening Project, in the City of Joplin, be and the same is hereby approved.

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

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

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0515 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: September 23, 2013
Council Bill No. 2013-239

Item: St. Louis Widening, Review Appraisal Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2013-239

Department Head: Sam Anselm	Date: 9/30/13
Engineering Department: David Hunt DWH	Date: 9-30-13
Finance Department: Leslie Haase LH	Date: 10/1/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13

Recommended Action: Approval of an Agreement with LSA Appraisals in the amount of $31,500 for review appraisal services for the St. Louis Widening Project, Zora to Broadway.

Background: The City of Joplin has budgeted money for the widening of St. Louis Avenue from Zora, south to Broadway through the 3/8 cent transportation sales tax fund that was approved by voters in August 2004. Listed as number sixteen, this project involves the widening of the existing 2-lane road into a 3-lane road. Bicycle lanes are included with the widening and a sidewalk is planned for pedestrians. The existing 2 lane bridge over Turkey Creek will be used in place. This agreement is for the review of appraisals of 63 properties.

City Staff sought and received qualifications from four firms for review appraisal services. The staff recommends LSA Appraisals to provide the review appraisal services.

Discussion: Attached is the consultant agreement. This fee will cover the professional review appraisals for the project. The total estimated fee for this project $31,500.

Recommendation: It is recommended that an award of the Agreement with LSA Appraisals in the amount of $31,500 for review appraisal services for the St. Louis Widening project be approved.

2013-239

AGREEMENT FOR
PROFESSIONAL CONTRACT APPRAISAL REVIEW SERVICES

THIS AGREEMENT, made on this 4th day of September, 2013, by and between the City of Joplin, Missouri, whose address is 602 Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and LSA Appraisals, 9209 Esther Road, Carthage, Missouri, hereinafter referred to as the "Appraisal Firm" for professional contract appraisal review services on St. Louis Widening Project herein referred to as the "Project".

WHEREAS, the City desires to retain a professional appraisal firm to assist the City in performing review appraisals for properties on St. Louis Street in Joplin, Missouri.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Appraisers agree to diligently perform in a professional and workmanlike manner the following services:

A. Perform review appraisals on the entire project as more specifically set forth in the Description of Services, attached hereto as Attachment "A" and incorporated by reference.

ARTICLE II - AGREEMENT TIME

This Agreement becomes effective upon execution of this Agreement and it will terminate upon the completion of Appraiser's duties and obligations under this Agreement.

ARTICLE III - GENERAL CONDITIONS

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

2. The Appraisal Firm shall prosecute the work in a diligent manner.

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

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

5. In performance of the work covered by this Agreement, the Appraisal Firm shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports and other materials produced in connection with this Agreement shall be retained by the Appraisal Firm. The Appraisal Firm shall provide copies for City of such records upon request.

7. City shall have the right to make changes within the general scope, type of report requested, change in project plans creating a change in a report or any other Appraisal Firm's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President of the Appraisal Firm.

ARTICLE IV - RESPONSIBILITIES

The Appraisal Firm shall:

1. Provide a staff that is experienced in performing the work described in its Proposal, including the staff described in the Proposal.

2. Deliver in a timely manner all services specified in the Proposal.

3. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with The Uniform Standards of Professional Appraisal Practice. If Appraisal Firm fails to meet the foregoing standard, Appraisal Firm will perform at its own cost, and without additional reimbursement from City the Appraisal practices necessary to correct errors and omissions caused by Appraisal Firms failure to comply with above standard provided said errors or omissions are reported to the Appraisal Firm within one year from the completion of Appraisal Firm's services for this Project.

ARTICLE V - COSTS AND PAYMENTS

1. The City will be billed by invoice for professional time and services provided by the Appraisal Firm in the amount of $500 per review appraisal. Should the City require two (2) or more reviews on any report for any reason, the Appraisal Firm shall be compensated $250 per additional review. Each appraisal submitted will include an invoice as described above.

2. Appraisal Firm shall prepare and submit an invoice to the City as each appraisal is delivered to the City and City will pay said invoice within thirty (30) days of receipt; and (b) For any additional services requested, other than review work, the Appraisal Firm shall submit an invoice for the service at the time the report or service is completed as follows: All additional services for the project will be provided at the hourly rate of $150.00 per hour. Said additional services shall include, but not limited to: any required meetings, phone conversations, necessary appearances, testimonies, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above. Appearance fees will begin from the appraiser leaving the office to the appraiser returning to the office with a minimum of two hour fee per necessary appearance.

ARTICLE VI - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

ARTICLE VII - 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 (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.

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. Should City or Appraisal Firm be required to institute legal action to enforce any of its rights set forth in this Agreement, then each party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as a result of breaching this Agreement, as determined by the Court in any such cause of action.

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

G. 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 hereto have executed this Agreement as of the date last written above.

FOR THE APPRAISAL FIRM

BY: Deborah K. Pearson
Deborah K. Pearson

FOR THE CITY

BY: _____
City Manager

ATTEST: _____
City Clerk

APPROVED TO FORM:

_____
City Attorney

Attachment "A"

No.	Owner
1	Betty McDonald Trust 2202 E. 24th Street Joplin, MO 64804
2	Trail - east side of St. Louis
3	Trail - west side of St. Louis
4	Orris and Ethel McCauley 2426 N. St. Charles Joplin, MO 64801
5	Orris and Ethel McCauley 2426 N. St. Charles Joplin, MO 64801
6	Brent and Karensue Hensley 2421 N. St. Louis Joplin, MO 64801
7	Jason and Heather Busby 2417 N. St. Louis Joplin, MO 64801
8	Matthew Hutchison and Hollie Smith 2211 N. St. Louis Joplin, MO 64801
9	Marty and Kimberly Coss 2207 N. St. Louis 201 Powell Drive Webb City, MO 64870
10	Larry and Kathleen Matthews 2203 N. St. Louis Joplin, MO 64801
11	Richard and Robin Roberts 2201 N. St. Louis Joplin, MO 64801
12	John and Lydia Wiese 2131 N. St. Louis
13	Paul Hinds 2115 N. St. Louis Joplin, MO 64801
14	Charles and Barbara Amodeo 2111 N. St. Louis Joplin, MO 64801
15	Tressa Robbins 2003 N. St. Louis Joplin, MO 64801
16	Thomas Curtis 1801 Trenton Joplin, MO 64801
17	Sid Davis SW Corner Zora and St. Louis Joplin, MO 64801
18	Orris D. McCauley 2414 N. St. Louis Joplin, MO 64801
19	Connie Gurley 2306 N. St. Louis Joplin, MO 64801
20	Karen Hernandez 1627 South Joplin, MO 64801
21	Marty and Kimberly Coss 2208 N. St. Louis Joplin, MO 64801
22	Silver Jones, Jr. 2206 N. St. Louis Joplin, MO 64801
23	Tyson and Lacey Harnar 2202 N. St. Louis Joplin, MO 64801

24 Cody Dilts
2008 N. St. Louis
Joplin, MO 64801

25 Arnold and Amanda Merriman
2006 N. St. Louis
Joplin, MO 64801

26 Brett and Glenda Black
2002 N. St. Louis
Joplin, MO 64801

27 Davey and Karen Scott
1810 Trenton
Joplin, MO 64801

28 Mary Bruce
1915 N. St. Louis
Joplin, MO 64801

29 Peggy Tanner
1911 N. St. Louis
Joplin, MO 64801

30 Lee and Elizabeth Passwater
1901 N. St. Louis
Joplin, MO 64801

31 Lisa Pyle
1831 N. St. Louis
Joplin, MO 64801

32 Stanten Wallace and Evelyn Cook
1825 N. St. Louis
Joplin, MO 64801

33 Isaac and Laura Edwards
1817 N. St. Louis
Joplin, MO 64801

34 David and Stacy Tucker
1809 N. St. Louis
Joplin, MO 64801

35 Iona Wyrick
1805 N. St. Louis
Joplin, MO 64801

36 Rick Fernside
1801 N. St. Louis
Joplin, MO 64801

37 Methodist Church of Royal Hts
1612 Euclid
Joplin, MO 64801

38 Hampshire Terrace III Inc.
1404 Euclid
Joplin, MO 64801

39 Steven Lea
1302 Euclid
Joplin, MO 64801

40 Thomas and Linda Danner
1930 N. St. Louis
Joplin, MO 64801

41 James and Ruth Jones
1916 N. St. Louis
Joplin, MO 64801

42 Donnie and Patricia Tucker
1902 N. St. Louis
Joplin, MO 64801

43 Luz Trejo
1830 N. St. Louis
Joplin, MO 64801

44 Kerwin and Rebecca Lewis
1822 N. St. Louis
Joplin, MO 6401

45 Daniel Howerton Trust
1632 N. St. Louis
Joplin, MO 64801

David and Sharon Lewis
1618 N. St. Louis
Joplin, MO 64801

47 Joshua Smith
1612 N. St. Louis
Joplin, MO 64801

48 John and Patricia Elmore
1602 N. St. Louis
Joplin, MO 64801

49 Lich Thanh Nguyen
1524 N. St. Louis
Joplin, MO 64801

50 Olde Joplin Properties LLC
1518 N. St. Louis
Joplin, MO 64801

51 Joplin Investors Inc.
1500 N. St. Louis
Joplin, MO 64801

52 Walter and Carolyn Kelly
1502 N. St. Louis
Joplin, MO 64801

53 Preston and Amanda Sharp
1424 N. St. Louis
Joplin, MO 64801

54 Jackson and Kathleen Spidell
1416 N. St. Louis
Joplin, MO 64801

55 Marion Foddrill
1412 N. St. Louis
Joplin, MO 64801

56 C & D Enterprises
1408 N. St. Louis
Joplin, MO 64801

Rick and Gayla Moody
N. St. Louis/Laurel
PO Box 3295
Joplin, MO 64803

58 Tamko Building Prod. Inc.
601 High
PO Box 1404
Joplin, MO 64802

59 Michael and Kay Donahue
1611 North Street
Joplin, MO 64801

60 Carole Repplinger
North Street and North St. Louis
711 Briarbrook Lane
Carl Junction, MO 64834

61 Carole Repplinger
Furnace and North St. Louis
711 Briarbrook Lane
Carl Junction, MO 64834

62 Bruce Parcell
311 N. McKee
Joplin, MO 64801

63 James and Donna Krudwig
1609 Valley
221 W. 2nd
Webb City, MO 64870

64 James and Donna Krudwig
1626 Valley
221 W. 2nd
Webb City, MO 64870

65 Christopher Elbert
1611 Hill
Joplin, MO 64801

66 Rental Inv. Of SW Missouri
108 N. St. Louis
Joplin, MO 64802

ATTACHMENT "B"

SCOPE OF WORK:

Whereas the City of Joplin has requested and the Appraisal Firm has agreed to review all appraisal reports for the following project:

A total of 66 parcels (or more if needed) on the St. Louis Widening Project in Joplin, Missouri.

The review reports will be qualified by the scope of work, clarifications, assumptions, hypothetical conditions, limiting conditions, certifications, and statements.

In determining the appropriate scope of work for this assignment the first step will be to identify the problem to be solved. Identification of the elements such as client, agencies, use, date, subject identification and conditions will be considered. The next step is to determine and define the scope of work that is adequate to develop credible results. The following information includes some steps that will be taken as part of this assignment.

INTENDED USE AND PURPOSE OF THIS REPORT
The intended use of the reports will be to review eminent domain appraisals on the St. Louis Widening Project. The reviews are to assist the client in determining the accuracy of information, credibility of the report and the development and accuracy of just compensation due the owner of the parcel. The reviews are for eminent domain purposes only. No other intended uses are authorized by the appraiser.

INTENDED USERS
The intended users of the reports are the (client), the City of Joplin, the Missouri Highways and Transportation Commission, the Missouri Department of Transportation, the Federal Highway Administration, The United States Department of Transportation, persons authorized by the client, state enforcement agencies and such third parties as may be authorized by the due process of law, or a duly authorized peer review committee. If the client or agencies provide a copy of this review to the owner of the property for information and/or settlement purposes, the owner is not an intended user as defined by USPAP.

OBJECTIVE OF THIS REPORT
The objective of the appraisal reviews is to offer an opinion on the estimated just compensation due to the property owner listed in the appraisal report for eminent domain related acquisition purposes only based upon the market value definition and the analyses supplied in the original report. The intended use of the appraisal reviews is to assist the clients identified by the appraiser based on communication from the client at the time of the original assignment and named herein; in reviewing the original appraisal to determine the appropriateness of the report, analyses and conclusions stated therein.

The client as defined in the Uniform Standards of Professional Appraisal Practice is the party or parties that engaged the appraiser by contract in the specific assignment as is identified in this report by the appraiser. There are no other intended users other than listed above and there were no other intended uses communicated by the client to the appraiser at the time of the assignment. However, there are those individuals or entities that might choose to use or rely on a part of the entire review that were not identified as intended users by the appraiser and the client, and this report has not been prepared to address any specific needs of those individuals or entities. It is not the appraiser's intent for any portion of this review to be used for any reason other than the intended use. The appraiser is not responsible for individuals or entities using just parts of the entire review for any use, therefore use of any portions of this report should be done at the individual or entities own risk. The appraiser and the appraiser's firms, associates, employees assume no liability for such actions. If any liability issues arise the firm, the appraisers, employees and associate are limited to the fee

collected from the preparation of the appraisal review. There is no accountability or liability to any third party, from LSA Appraisals, any appraiser, employee or associate doing data entry, researching, preparing, supervising, or reviewing this report. Questions or concerns a third party may have should be directed to the client identified in this report and not the appraiser.

USPAP COMPLIANCE STATEMENT

The reviews will be prepared according to the contract/assignment from the City of Joplin. The intended use of the reviews is for eminent domain related acquisition with the agencies and client being the only intended users. The client bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. In combination with the scope of work and review function, all review reports assigned by the client identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analysis necessary to produce a credible review report, and are therefore in compliance with USPAP Standard 3. In that the clients are the intended users of the report and others may only be provided copies for information purposes, the client has determined that reports prepared in conformance with these procedures constitutes a review report, which fulfills the client's needs. For any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision.

FAIR MARKET DEFINITION OF VALUE

Fair market value is the value of the property taken after considering comparable sales in the area, capitalization of income, and replacement cost less depreciation, singularly or in combination, as appropriate, and additionally considering the value of the property based upon its highest and best use, using generally accepted appraisal practices. If less than the entire property is taken, fair market value shall mean the difference between the fair market value of the entire property immediately prior to the taking and the fair market value of the remaining or burdened property immediately after the taking. (RSMO 523.001)

EXTENT OF RESEARCH AND ASSIGNMENT CONDITIONS

The appraiser will research the property characteristics by obtaining information from the Jasper County Assessor records, other county records, the Ozark Gateway Multiple Listing system, plus a visual inspection of subject will be completed.

All relevant plans will be inspected and verified with data included in the report. All plan sheets and information therein are assumed to be correct including the size of all proposed acquisitions, permanent or temporary easements and the size of the parcel in the before/after condition. A drive-by inspection will be completed on the subject parcel and all comparable sales utilized in the original report.

The reports will be reviewed to determine the credibility of the analyses, mathematical computations, description of the improvements and/or land in both the before and after conditions. Varies other analyses will be conducted within the review process. The appraiser is permitted to develop an opinion of just compensation if different from the original appraiser's opinion.

EXTRAORDINARY ASSUMPTIONS

All plan sheets and information therein are assumed to be correct including the size of all proposed acquisitions of permanent or temporary easements and the size of the parcel in the before/after condition.

CHARACTERISTICS OF THE PROPERTY:

The original appraiser's physical, legal, and economic and property type will be reviewed and will be considered a part of the reviews unless listed as incorrect in the review.

COUNCIL BILL NO. 2013-239 ORDINANCE NO.

AN ORDINANCE approving the agreement between the City of Joplin and LSA Appraisals in the amount of Thirty-One Thousand Five Hundred and No/100 Dollars ($31,500.00) for review appraisal services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and LSA Appraisals in the amount of thirty-One Thousand Five Hundred and No/100 Dollars ($31,500.00) for review appraisal services for the St. Louis Widening Project, in the City of Joplin, be and the same is hereby approved.

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

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

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0515 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: October 7, 2013
Council Bill No. 2013-240

Item: St. Louis Widening,Negotiations Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2013-240

Department Head: Sam Anselm	Date: 9/30/13
Engineering Department: David Hunt DWH	Date: 9-30-13
Finance Department: Leslie Haase LH	Date: 10/1/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13

Recommended Action: Approval of an Agreement with Anderson Engineering in the amount of $61,400 for negotiations services for the St. Louis Widening Project, Zora to Broadway.

Background: The City of Joplin has budgeted money for the widening of St. Louis Avenue from Zora, south to Broadway through the 3/8 cent transportation sales tax fund that was approved by voters in August 2004. Listed as number sixteen, this project involves the widening of the existing 2-lane road into a 3-lane road. Bicycle lanes are included with the widening and a sidewalk is planned for pedestrians. The existing 2 lane bridge over Turkey Creek will be used in place. This agreement is for the appraisals of 63 properties.

City Staff sought and received qualifications from five firms for property negotiation services. The staff recommends Anderson Engineering to provide negotiation services.

Discussion: Attached is the consultant agreement. This fee will cover the professional negotiation services for the project. The total estimated fee for this project $61,400.

Recommendation: It is recommended that an award of the Agreement with Anderson Engineering in the amount of $61,400 for negotiation services for the St. Louis Widening project be approved.

2013-240

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by: City of Joplin Director of Public Works, and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The "**CLIENT**" is: City of Joplin, Missouri
Address: 602 S. Main St.
Joplin, MO. 64801

The "**PROJECT**" is: St. Louis Ave. Right of Way Negotiation
Location: Zora St. South to Broadway Ave., Joplin, MO

TERMS AND CONDITIONS:

I. General conditions numbered 1 through 12 (as shown on attached page).

II. Scope of work detailed in proposal letter dated: August 12, 2013.

(ATTACHED)

III. SPECIAL CONDITIONS

IV. FEES AND COMPENSATION:

Estimated fee of $ 52,800.00 and a not to exceed fee of $61,400.00 as detailed in our proposal letter dated August 12, 2013.

V. **PAYMENT:** Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

by: _____
James E. Michel, P.L.S.

DATE: September 16, 2013,

CITY OF JOPLIN, MISSOURI

by: _____
(Print Name and Title)

DATE: _____

1745 S. GARRISON • CARTHAGE, MO 64836 • PH: 417.358.9551 • FX: 417.358.4224 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM

GENERAL CONDITIONS

1. PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. The CLIENT further agrees to waive all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.
The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

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

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

8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

City of Joplin
Public Works
Attn: Kim Hounschell
602 S. Main St.
Joplin, MO. 64801

Re: St LouisAve. Widening Project – Broadway Ave. to Zora St.

Anderson Engineering, Inc. would like to thank the City for the opportunity to submit our proposal for this Project. AE has several personnel who have considerable experience in right of way accusation and negotiation. What we propose would be to assign this project to a project manager who would with the help of his/her team take care of the responsibilities needed. Those responsibilities and the *estimated* time frame for each and the personnel utilized are as follows:

Task

1. Review of Project design and right-of-way plans - PLS
2. Public Hearings - PLS/EIT
3. Set up acquisition files (66) - Clerical
4. Set up standard acquisition forms, send Certified letter of offer - PLS/EIT
5. Contact/meet with owners on site - PLS/EIT
6. Negotiator's follow up report - PLS/EIT
7. Review counter offers w/City personnel - PLS/EIT
8. Obtain signatures, notarize documents - PLS/EIT
9. Deliver payment to land owner - PLS/EIT

Based on the estimated time required we feel that we can complete the acquisition within a 120 day window. The estimated cost for this project based upon previous projects of this nature recently done for the City of Joplin is $52,800, at a per parcel (66) price of $800.00, with a **NOT to Exceed** costs for the above services would be $61,400 at a per parcel price of $930.30. These estimated costs vary due to the amount of time estimated for each tract and based upon the percentage of tracts where problems could arise and require more conversations, correspondence or visitations.

We here at, AE looks forward to working with you on this Project.

James Michel, PLS 8/12/13

1745 S. GARRISON • CARTHAGE, MO 64836 • PH: 417.358.9551 • FX: 417.358.4224 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM

COUNCIL BILL NO. 2013-240 ORDINANCE NO.

AN ORDINANCE approving the agreement between the City of Joplin and Anderson Engineering in the amount of Sixty-One Thousand Four Hundred and No/100 Dollars ($61,400.00) for negotiation services for the St. Louis Widening Project from Zora to Broadway and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Anderson Engineering in the amount of Sixty-One Thousand Four Hundred and No/100 Dollars ($61,400.00) for negotiatin services for the St. Louis Widening Project, in the City of Joplin, be and the same is hereby approved.

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

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

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0515 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: October 7, 2013

Item: COUNCIL BILL NO. 2013-241
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2013- 241
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wickland	BW	Date: 9/26/13
Department Head: Sam Anselm		Date: 9/26/13
Finance Department: Leslie Haase		Date: 10/1/13
City Attorney: Brian Head		Date: 9/30/13
City Manager: R. Mark Rohr		Date: 9/30/13

Recommended Action: Approval of Contract with Nelson's Tree Service to remove the structures and any remaining debris including foundation and footings located at 1212 Broadway

Summary: The above listed address was "tagged" as a dangerous building on April 19, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 20, 2013, an advertisement for bids was published in the Joplin Globe with bids being received on September 25, 2013. At that time bids were received as follows:

Big John's	$ 2,900.00	Nelson's Tree Service	$ 1,850.00
B & D Yard builders	$ 3,500.00	Wheeler Excavation	$ 2,777.00
JRB	$ 2,700.00	Camcor Environmental	$ 5,899.99

Staff recommends that the demolition contract be awarded to Nelson's Tree Service.

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

COUNCIL BILL NO. 2013 – 241 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree Service for the demolition of the structure(s) and clearing of lot area located at 1212 Broadway in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred Fifty and 00/100 Dollar ($1,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson's Tree Service in the amount of One Thousand Eight Hundred Fifty and 00/100 Dollars ($1,850.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1212 Broadway.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1212 Broadway and legally described as:

ALL OF LOT NUMBERED THIRTEEN (13) AND FOURTEEN (14) IN BLOCK NUMBERED FOUR (4) IN EAST JOPLIN CITY NOW A PART OF 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

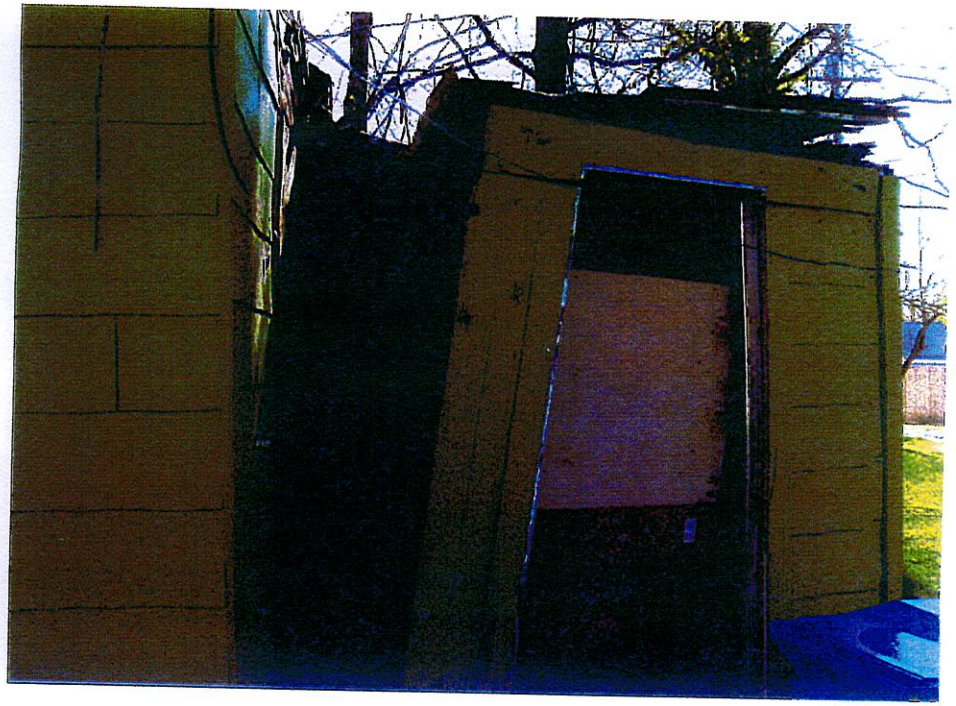
_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean - Mayor

_____
Barbara Hogelin – City Clerk

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


COUNCIL BILL 2013-241
1212 BROADWAY







CLOSING DATE: 25-Sep-2013 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver, K. Newhouse

DEMOLITION BIDS LOCATION: 1212 E BROADWAY ST

COMPANY	BIDS
B & D Yard Builders	$3,500.00
Big John's	$2,900.00
Camcor	$5,899.99
JRB	$2,700.00
Nelson's Tree Service	$1,850.00
Wheeler Excavating	$2,777.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: Council Bill 2013-242 - Agreement with Missouri Department of Transportation
Originating Department: Planning and Community Development

Attachments: 1) Copy of Agreement
2) Copy of UPWP 2014
3) Copy of Council Bill 2013-242

P & CD Director: Troy Bolander T.B.	Date: 9-30-13
Interim Public Works Director: Sam Anselm	Date: 9/30/13
Finance Department: Leslie Haase	Date: 10/1/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13

Recommended Action: Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

SUMMARY:

This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than Two Hundred and fifty-nine thousand nine hundred and forty-four dollars ($259,944). The reimbursement consists of One hundred and sixty-three and six hundred ninety-three dollars ($163,693) in Federal Consolidated Planning Grant Funds and Forty-four thousand two hundred and sixty-two dollars ($44,262) in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of Fifty-one thousand nine hundred and eighty-nine dollars ($51,989) to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Planning & Community Development Director, Planning & Community Development Planner and other staff in the Engineering department. The remainder of the assistance will be used to help finance eligible planning projects.

The main project included in this year's work program is an update to the current Zoning Code that will implement the 2012 Comprehensive Plan. The updated Zoning Code will help staff and the public make informed development decisions. We have budgeted $80,000 towards the update of the Zoning Code.

Attached is the 2014 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) Policy Board voted to adopt the UPWP at their September 25, 2013 meeting. JATSO is the designated MPO held with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities.

CCO Form: TP01-F
Approved: 06/94 (GWS)
Revised: 04/13 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT
(Joplin Region)

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Joplin Area Transportation Study Organization (hereinafter, "MPO") has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area; and

WHEREAS, the MPO has designated the Grantee to conduct transportation planning and receive and expend the above named funds on its behalf; and

WHEREAS, the MPO and Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the MPO, the Grantee, and the United States Department of Transportation, describing the purposes and funding of all program components to be annually accomplished under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49

U.S.C. Section 5303. These rules include OMB Circular A-102, "*Grants and Cooperative Agreements with State and Local Governments.*" The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the

Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION:

(A) The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(B) The Commission will receive reimbursement from the Grantee for computer work performed by the Commission for the urbanized area as authorized by the Grantee. This should in no way restrict the Grantee from utilizing other computer services available elsewhere.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2013, and extend to October 31, 2014. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $163,693 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's chief engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with OMB Circular A-87, "*Cost Principles for State, Local and Indian Tribal Governments*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including OMB Circular A-87, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate

will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: For fiscal years ending after December 31, 2003, if the Grantee receives $500,000 or more per year total of all Federal

assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with OMB Circular Number A-133, "*Audits of States, Local Governments, and Non-Profit Organizations.*" A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of OMB Circular Number A-133, if the Grantee obtains less than $500,000, the Grantee may be exempt from OMB A-133 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Agency shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Agency's contractor and subcontractor on the herein project. The Agency shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to

postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, creed, sex, national origin or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex or national origin or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another

who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall

not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it

may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA under authority of 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 49 CFR Part 18 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The

relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased and written approval is obtained from the Commission's chief engineer or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require an amended scope of services between the Commission and the Grantee.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the

revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(32) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(33) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation, without the prior written consent of the Commission.

(35) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(36) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN, MISSOURI

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance Number:_____

JATSO

JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION

FISCAL YEAR 2014
UNIFIED PLANNING WORK PROGRAM
NOVEMBER 1, 2013 TO OCTOBER 31, 2014

City of Joplin
Department of Public Works
Division of Planning & Community Development
602 Main Street
Joplin, Missouri 64804
(417) 624-0820

TABLE OF CONTENTS

List of Acronyms 2

Introduction 3

TASK 1. Transportation Improvement Program (TIP) 6

TASK 2. Unified Planning Work Program (UPWP) 7

TASK 3. Geographic Information Systems (GIS) 9

TASK 4. Transit Planning 10

TASK 5. Programs, Software & Hardware 11

TASK 6. Comprehensive Plan Update (Phase II) 12

TASK FUNDING SUMMARY 14

Organizational Chart 15

JATSO Boundary Map 16

List of Acronyms

CART	Citizens Advisory Recovery Team
CPG	Consolidated Planning Grant
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information Systems
HSTCC	Harry S. Truman Coordinating Council
JATSO	Joplin Area Transportation Study Organization
MAP-21	Moving Ahead for Progress in the 21st Century
MAPS	Metropolitan Area Public Transit System
MoDOT	Missouri Department of Transportation
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
O & D	Origin & Destination Study
PIP	Public Involvement Plan
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes a branch of planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) in order to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the long-range transportation plan.

The Joplin area continues to make strides in redeveloping the area's transportation network while planning for future growth. During FY 2014, all five TIGER projects are expected to be completed. These multi-modal projects are primarily focused in areas damaged or destroyed in the May 2011 tornado and will help with redevelopment of these corridors. The area is also anticipating significant land use changes in the years ahead with the relocation of Mercy Hospital and shifts in commercial and office development to south of Interstate 44 as a result. A Transportation Study was completed in FY 2013 that analyzed these future land use changes and made recommendations on needed roadway improvements in the area. Finally, JATSO continues to plan for the future West Bypass that will connect Rt. 66 (7th Street) to Interstate 44 approximately 2 miles from the Kansas/Oklahoma state lines.

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The end result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) and Moving Ahead for Progress in the 21st Century (MAP-21) which took effect October 1, 2012 will be addressed as part of the Joplin Area Transportation Study Organization's (JATSO) planning activities.

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code.

The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The Harry S. Truman Coordinating Council, the local regional planning commission, represents the smaller villages and unincorporated area on the JATSO Policy Board. The JATSO organization consists of six members from the City of Joplin, and one member from each of the following: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County.

The organization and responsibilities of the various agencies involved in the transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from three sources: the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the City of Joplin. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source.

Planning Factors

The Federal transportation planning requirements require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies and services that will address the following eight factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;

2. Increase the safety of the transportation system for motorized and non-motorized users;

3. Increase the security of the transportation system for motorized and non-motorized users;

4. Increase the accessibility and mobility of people and freight;

5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;

6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

7. Promote efficient system management and operation; and

8. Emphasize the preservation of the existing transportation system.

Eligible Items

There are a number of activities that are considered eligible for transportation planning funds. These include street inventories, map preparation, aerial photography and photogrammetry, traffic volume studies, land use studies, and other studies that support the transportation planning process. Other eligible activities include systems

development and project planning, economic and fiscal studies related to streets, project evaluation studies, and compilation of reference statistics.

Public Involvement Plan

The purpose for the Public Involvement Plan (PIP) adopted in 2009 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PIP outlines a process for the public comments on the LRTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. The PIP states that all changes to documents and plans that require board approval, except for the PIP itself, shall have a news release issued and be posted to the JATSO webpage seven (7) days prior to any action by the governing board for the purposes of public comment. The PIP shall have a 45-day public comment period. A paper copy of the PIP can be acquired at Joplin City Hall, Metropolitan Area Publictransit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. An electronic copy of the PIP can be obtained at the JATSO website (www.jatso.net). Other information pertaining to Title VI (Civil Rights Act of 1964), Limited English Proficiency (LEP) Plan, and American with Disabilities Act contact information can also be found at this website.

FY 2014 Program Goals

The annual transportation planning program begins on November 1, 2013 and continues through October 31, 2014. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2014, JATSO goals are:

- Improve transportation through better cooperation and communication from JATSO, MoDOT, and ONEDOT. (All Tasks)
- Increase participation in JATSO by holding meetings, giving presentations, and increasing advertising. JATSO will continually notify the public of their website so the public is aware of transportation plans and issues within their area. (Tasks 1, 2, 4, 5, and 7)
- Update the TIP as needed. (Task 1)

TASK 1. Transportation Improvement Program (TIP)

Objective: JATSO staff will develop a fiscally constrained area-wide listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's long-range transportation plan.

Current Status: The JATSO FY 2014-2017 TIP was approved in September 2013 and will be updated as needed for current and future projects in the MPO.

Tasks Completed in FY 2013:

- Staff amended the JATSO FY 2011-2014 TIP to include new projects, including a new interchange at Interstate 44 and Prigmor Road/C.R. 190
- Staff maintained and monitored the projects in the JATSO FY 2011-2014 TIP
- Developed and approved the FY 2014-2017 TIP
- Developed the FY 2013 annual listing of obligated projects

Work Items:

- *Administration* – 70% ($9,863)
    - Monitor and maintain the FY 2014-2017 TIP
    - Prepare the FY 2013 Annual Listing of Obligated Projects
- *Outreach* – 30% ($4,227)
    - Conduct Public Meetings

Public Participation:

- Prior to adopting a TIP a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the TIP document.

End Products:

- Update JATSO FY 2014-2017 TIP with amendments (as necessary)
- Prepare the FY 2014 Annual Listing of Obligated Projects

Schedule for Completion:

- Activities will be on-going from November 2013 through October 2014.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 14,090	$ 11,272 (CPG Funds)	$ 2,818 (Joplin)

TASK 2. Unified Planning Work Program (UPWP)

Objective: JATSO staff will maintain the approved UPWP for the current fiscal year 2014 and develop the 2015 UPWP.

Current Status: This task is on-going with activities occurring on a day-to-day or on-demand basis.

Tasks Completed in FY 2013:

- Staff carried out projects in the FY 2013 UPWP
- Staff prepared and transmitted quarterly reports to MoDOT
- Developed the FY 2014 UPWP
- Conducted a total of seven public meetings
- Created and provided informational handouts at all public meetings

Work Items:

- Administration – 30% - ($ 19,022)
    - Monitor and maintain the FY 2014 UPWP ($ 3,234)
    - Prepare and transmit quarterly progress reports to MoDOT ($ 6,467)
    - Prepare the FY 2015 UPWP ($ 6,848)
    - Document all MPO activities ($ 2,473)
- General Transportation Planning – 45% - ($ 28,532)
    - Participate in MoDOT district and statewide planning activities ($ 7,133)
    - Prepare minor amendments to the Long-Range Transportation Plan as needed ($ 4,280)
    - Maintain inventory of transportation needs and priorities ($ 6,848)
    - Conduct JATSO Board of Director meetings ($ 2,853)
    - Ongoing coordination of JATSO activities with disaster recovery planning efforts ($ 5,992)
    - Staff professional development ($ 1,426)
- Outreach – 25% - ($ 15,851)
    - Conduct public meetings ($ 9,511)
    - Create informational hand-outs for public use ($ 3,963)
    - Ongoing outreach to JATSO member agencies ($ 1,585)
    - Ensure agencies receiving federal transportation funds maintain accurate financial records ($ 792)

Public Participation:

- Prior to adopting a Unified Planning Work Program a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the UPWP document.

End Products:

- Four (4) FY 2014 quarterly progress reports to MoDOT
- The JATSO FY 2015 UPWP completed in September 2014
- Prioritized list of bicycle and pedestrian needs in the JATSO area
- Minor Long-Range Transportation Plan amendments if needed
- Create information hand-outs for public use as needed

Schedule for Completion:

- Activities will be on-going from November 2013 through October 2014.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 63,405	$ 50,724 (CPG Funds)	$ 12,681 (Joplin)

TASK 3. Geographic Information Systems (GIS)

Objective: JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local governments and agencies to update and create databases and collect and input data into the JATSO's GIS.

Current Status: The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into GIS databases as it becomes available.

Tasks Completed in FY 2013:

- Staff maintained and updated street, trail, subdivision, zoning, sewer, and ownership GIS layers

Work Items:

- Administration – 100% - ($ 39,921)
    - Maintain and update GIS layers used by JATSO, the Metro Area Public Transit System (MAPS), the Harry S. Truman Coordinating Council and local governments and agencies.

End Products:

- Maintained GIS layers
- Updated street, subdivision, zoning, and property ownership layers.
- Updated aerial photography and contour, flood plain, census, environmental and traffic count layers
- Updated data and maps to reflect change in transit/multi-modal facilities

Schedule for Completion:

- Activities will be on-going from November 2013 through October 2014.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 39,921	$ 31,937 (CPG Funds)	$ 7,984 (Joplin)

TASK 4. Transit Planning

Objective:

- JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system.
- JATSO staff will complete long and short-range transit planning responsibilities.

Current Status:

- JATSO continues to assist MAPS with program support and administration.

Tasks Completed in FY 2013:

- Staff monitored the MAPS and collected data and information

Work Items:

- *Administration – 100%* - ($55,328)
    - The MAPS transit coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies. ($ 13,832)
    - The MAPS transit coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities. ($ 16,598)
    - Transit coordinator monitors and analyzes Sunshine Lamp Trolley system. ($ 13,832)
    - Explore the feasibility of a trolley route to southwestern parts of Joplin. ($ 5,533)
    - Route revisions to the existing trolley to provide service to the new Mercy Hospital location. ($ 5,533)

End Products:

- Transit coordinator carries out the daily operations of MAPS.
- Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.
- Completed feasibility study for new trolley route to southwest Joplin area.
- Routes revised to provide service to the new Mercy Hospital location (planned opening in early 2015).

Schedule for Completion:

- Activities will be on-going from November 2013 through October 2014.

Budget:

Total Cost	Federal (80%)	Local Funds (20%)
$55,328	$ 44,262 (FTA Sec. 5307)	$ 11,066 (Joplin)

TASK 5. Programs, Software & Hardware

Objective: To maintain an interactive GIS website for the Joplin MPO.

Current Status: Midland GIS continues to host the www.joplinmogis.com website for the purposes of managing information. Staff is currently working towards incorporating additional information for any MPO local public or state agency that chooses to participate.

Tasks Completed in FY 2013:

- JATSO staff maintained an interactive website that includes zoning, street, subdivision, and parcel information as well as posting meeting information. News releases are posted to the City of Joplin's main webpage.
- Portable electronic tablet purchased for use by staff.

Work Items:

- *Maintaining the website* – 100% - ($7,200)

End Products:

- Maintain an interactive GIS website that includes zoning, street, subdivision, parcel, and any other pertinent information.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 7,200	$ 5,760 (CPG Funds)	$ 1,440 (Joplin)

TASK 6. Comprehensive Plan Update (Phase II)

Objective: Update the current Joplin Area Comprehensive Plan (Phase II)

Current Status: The existing land use code for the Disaster Recovery Area does not encourage or permit the types of sustainable redevelopment identified in the Comprehensive Plan.

Tasks Completed in FY 2013:

- JATSO staff issued an RFQ and conducted a Qualifications Based Selection for consultant services for the Comprehensive Plan Update (Phase II).

Work Items: The 2012 Comprehensive Plan was adopted in July 2012. The updated plan addresses sustainable redevelopment in the Disaster Recovery Area, especially along the 20th Street Corridor. However, the goals and recommendations in the Comprehensive Plan cannot be achieved without a land use code update for the Disaster Recovery Area. Coordinating land use and transportation planning is an important component of sustainable development, a topic that received support from Joplin area residents in the Citizens Advisory Recovery Team (CART) plan. Area residents understand the impact that land use decisions have on their transportation decisions and needs.

The Comprehensive Plan, Long-Range Transportation Plan (LRTP), and CART all include recommendations for access management, sidewalks, and bicycle, trail and transit connections. The three aforementioned plans along with a land use code update work together to promote effective land use and transportation decisions in the Disaster Recovery Area.

The LRTP, adopted in 2010, has a total of nine (9) goals, four (4) of which directly relate to land use. The following goals can be found in the LRTP:

- Goal I: Provide for the development of a transportation system that is supported by and complements land development and enhances community development.
- Goal IV: Provide for a balanced transportation system that provides a choice of travel modes for different individuals and activities.
- Goal VIII: Maintain low environmental impact from the transportation system within the metro area.
- Goal IX: Develop a future transportation system that encourages energy conservation.

The LRTP recognizes the importance of connecting transportation and land use to provide an effective, sustainable, and multi-modal transportation system. An updated land use code for the Disaster Recovery Area will allow the impacted area to redevelop as a model for sustainable development.

End Products: An updated land use code that will help staff and the public make informed development decisions and achieve goals identified in the 2012 Comprehensive Plan.

Public Participation:

- Public Participation is one of the most important elements when developing a land use code. JATSO will hold numerous stakeholder, focus group, and public meetings for the update.

Schedule for Completion:

- JATSO will develop a Request for Qualifications (RFQ) and form a consultant selection committee to review the RFQs received. The committee will recommend a qualified consultant to perform the land use code update to achieve sustainable redevelopment.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 80,000	$ 64,000 (CPG Funds)	$ 16,000 (Joplin)

TASK FUNDING SUMMARY

Task	FHWA PL & FTA Section 5303 (CPG) Total Cost	FTA Section 5307	Local	Total Funds
1. Transportation Improvement Program	$ 11,272	$0	$ 2,818	$ 14,090
2. Unified Planning Work Program – Administration & Operations	$50,724	$0	$ 12,681	$63,405
3. Geographic Information Systems	$31,937	$0	$ 7,984	$39,921
4. Transit Planning	$0	$44,262	$ 11,066	$55,328
5. Programs, Software, & Hardware	$5,760	$0	$1,440	$7,200
6. Comprehensive Plan Update (Phase II)	$64,000	$0	$16,000	$80,000
TOTAL	**$163,693**	**$44,262**	**$51,989**	**$259,944**

FHWA PL ($ 125,492) & FTA Section 5303 ($ 38,201) Funds (Consolidated Planning Grant) = $163,693
Local Match (20% of Consolidated Funds-FHWA PL Funds and FTA Section 5303 Funds) = $44,196
FTA Section 5307 Share = $44,262
Local Match (20% of Total Task Cost using FTA Section 5307 Funds) = $11,066

CPG balance from prior FYs UPWP:	$664,280
FY 2013 CPG allocation:	$176,784
FY 2014 CPG allocation (estimate):	$139,139
Programmed FY 2013 CPG funds left over after 3rd Quarter:	$85,696
Total estimated CPG funds available for FY 2014:	**$803,419**
CPG funds programmed for FY 2014:	$163,693
Remaining un-programmed CPG funds balance:	**$639,726**

The total amount of the Consolidated Planning Grant (CPG) and FTA Section 5307 allocations for FY 2014 is estimated at $163,693 and $ 44,262. JATSO is budgeting $ 51,989 in local match for planning tasks in FY 2014, resulting in an overall program budget of $ 259,944 (includes FTA Sec. 5307). The JATSO has approximately $639,700 of un-programmed CPG funds, which will be used for future projects and transportation studies.

JATSO greatly appreciates the advice and technical assistance provided by MoDOT, FHWA, and FTA in the course of conducting local planning activities. JATSO recognizes that planning is a multi-faceted activity, requiring knowledge of a variety of subjects. The dedication and cooperative spirit displayed by these agencies is greatly appreciated.

The preparation of this UPWP is financed in part by FTA and FHWA Consolidated Planning Grant funds that are administered by MoDOT.

Joplin Area Transportation Study Organization (JATSO)
Organizational Chart

Staff is located at the City of Joplin offices and are dedicated to JATSO activities.

Full-time staff:
Robert Lolley, Transit Coordinator (1.0 FTE)
Matt Wright, Planning & Comm. Dev. Planner (1.0 FTE)

Part-time staff:
Troy Bolander, Planning & Comm. Dev. Director (0.5 FTE)
Lindsay Dunn, Planning & Comm. Dev. Clerk (0.5 FTE)
John Gilligan, GIS Coordinator (0.5 FTE)

JATSO Voting Members:

City of Carl Junction
Steve Lawver, City Administrator

City of Joplin
Sam Anselm, Interim Public Works Director *Chairman
Troy Bolander, Planning & Comm. Dev. Director
Robert Lolley, Transit Coordinator
Jack Schaller, Assistant Public Works Director
Steve Stockam, Airport Manager
Matt Wright, Planning & Comm. Dev. Planner

City of Webb City
Carl Francis, Interim City Administrator

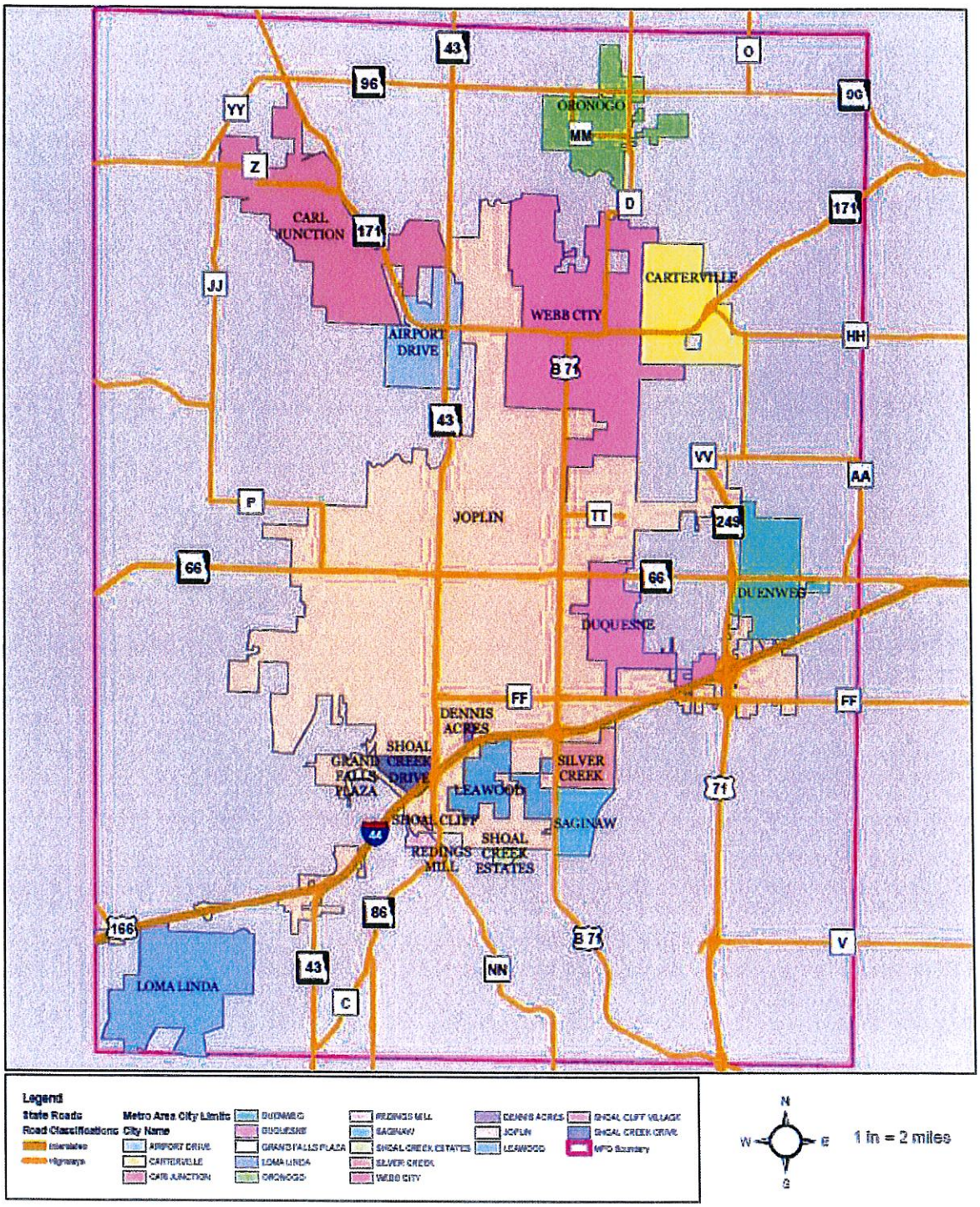
Harry S. Truman Coordinating Council
Harry Rogers, Director

Jasper County
Darieus Adams, County Commissioner

Missouri Department of Transportation (SW District)
Becky Baltz, District Engineer

Newton County
Marilyn Ruestman, County Commissioner

JATSO Boundary Map



COUNCIL BILL NO. 2013-242 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2013, through October 31, 2014, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide One hundred sixty-three thousand and six hundred and ninety-three dollars ($163,693) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: Council Bill No. 2013-402
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Sub-recipient Agreement
2) Council Bill No 2013-402

Planning & Community Development Mgr: Troy Bolander T.B.	Date: 9-30-13
Public Works Director: Sam Anselm	Date: 9/30/13
Finance Director: Leslie Haase	Date: 10/1/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: R. Mark Rohr	Date: 9/30/13

INTRODUCTION:

The following is an agreement between the City of Joplin and the Economic Security Corporation Southwest Area for 2013 HOME Housing Rehabilitation funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's relationship with the Economic Security Corporation (ESC) to rehabilitate owner occupied homes within the region. This program will provide $136,671.30 in 2013 HOME funds for the rehabilitation of homes owned by low-to-moderate income families or individuals. The maximum assistance available will be $25,000 per house with additional costs allowed for project management administration provided by ESC. The allocation should provide adequate funding for approximately six (6) rehabilitation projects.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2013 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so ESC can continue with housing rehabilitation projects under the HOME program

2013 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this __day of _____, 20__ by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2013 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $136,671.30 from its 2013 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $136,617.30 from its 2013 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $136,617.30 from its 2013HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the

Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.
2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.
3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.
4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.
5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.
6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.
8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.
9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 20___.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Planning & Community Development Director

ATTEST:

R Mark Rohr
City Manager

Barbara L. Hogelin
City Clerk

APPROVED AS TO FORM:

Brian W. Head
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2013-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertains to 2013 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

WHEREAS, the City of Joplin and Economic Security corporation (ESC) of Southwest Missouri, are desirous of entering into an agreement whereby ESC will rehabilitate owner occupied homes for low/moderate income families through the Home Partnership Investment Program (HOME).

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

Section 1: That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation dealing generally with 2013 HOME Housing Rehabilitation funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: Council Bill No. 2013-403
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Developer Agreement
2) Council Bill No 2013-403

Planning & Community Development Mgr: Troy Bolander T.B.	Date: 9-30-13
Public Works Director: Sam Anselm	Date: 9/30/13
Finance Director: Leslie Haase	Date: 10/1/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: R. Mark Rohr	Date: 9/30/13

INTRODUCTION:

The following agreement between the City of Joplin and Joplin Area Habitat for Humanity for 2013 HOME Housing Developer funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's partnership with Joplin Area Habitat for Humanity (JAHFH) to act as owner and developer for the construction of new homes in the Joplin area. This program will provide $136,617.30 in 2013 HOME funds for the construction of approximately two (2) homes that will be sold to low-to-moderate income families.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2013 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so JAHFH can continue with new housing construction under the HOME program.

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN AREA HABITAT for HUMANITY

THIS AGREEMENT MADE this _____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 211 S. Main Street Suite 216, Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the DEVELOPER has been selected by the CITY, and has submitted a proposal for use of HOME funds for a HOME-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list	
Start construction – Project # 1	Spring/Summer 2014
Start construction – Project # 2	Spring/Summer 2014
Project Completion Date	Fall/Winter 2014

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review

approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the approximately **two (2)** PROJECTS in ATTACHMENT B: PROPOSAL FOR: JOPLIN CONSORTIUM; LMI Homebuyer New Construction Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a working budget and realistic timetable for each PROJECT as relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). (See Attachment B for reimbursement process). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof,

ONE HUNDRED AND THIRTY SIX THOUSAND, SIX HUNDRED SEVENTEEN DOLLARS and THIRTY cents ($136,617.30) of 2013 HOME Funds.

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

C. The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), will be the principle residence of the income eligible family throughout the affordability period.

D. The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and presence of female headed households in order to determine low and moderate-income benefit in cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program.***

E. In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the DEVELOPER shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

J. the DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. Any HOME funds that reduce the price of the property below the fair market value of the shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii).

Section VII – Reserved

This section was intentional left blank

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.
Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

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

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

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

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

Section XII – Labor, Training & Business Opportunity

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable

amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33

U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience

In accordance with 24 CFR 85.44, awards may be terminated in whole or in part only as follows:

(a) The CITY with the consent of the DEVELOPER in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) The DEVELOPER upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by

notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received thirty (30) days after the due date. If the DEVELOPER has not submitted a report thirty (30) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records

the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 211 S. Main Street, Joplin, Missouri, 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit (See Attachment D) will have to be signed by the principal of the contracting company.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and attested.

FOR DEVELOPER

Joplin Area Habitat for Humanity: a Missouri Nonprofit Organization

By: _____ Date: _____

Scott Clayton
Executive Director

Attest:

_____

Tammy McBee
Board President

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Planning / Community Development Manager

_____ Date: _____

R. Mark Rohr
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Brian Head
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 12 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

The Joplin Area Habitat for Humanity (JAHFH) presents the following proposal intended to meet the requirements of the LMI Homebuyer New Construction Program. Funding was budgeted in the 2013, City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The JAHFH proposes to use the $136,617.30 budgeted in the 2013 Action Plan to assist in the development approximately **two (2)** single family homes. Homes developed under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by creating new housing stock and to promote homeownership.

HOME funding will be used for construction materials, specialty labor, other related development costs, and Habitat's administration costs, as related to each HOME assisted housing unit. For the purpose of this activity, construction materials, specialty labor, and other related development costs will be defined as:

> Construction materials will be any material which will become a permanent part of the housing unit.
>
> Specialty labor will be any labor activity which requires a license contractor in the City of Joplin.
>
> Other related development costs will be costs for activities such as, but not limited to, land acquisition and infrastructure costs related to developing lots for new construction.

Each project will consist of three phases of work; Pre construction, Construction, and Project close out.

Pre Construction - A written project cost estimate will be developed for each project prior to any construction work, Habitat will gather sufficient information, with support from the city, to allow for the completion of the required HUD environmental review.

An after construction determination of value will also be prepared to determine the affordability of the home to prospective LMI families and the feasibility of the project in general.

Habitat will submit all required information to the city before starting any project.

Construction -

Minimum Property Standard to be met

1 State and local code requirements.

If no state and local codes apply, one of the following national model codes:

- Uniform Building Code (ICBO)
- National Building Code (BOCA)
- Standard Building Code (SBCCI)

OR

- Council of American Building Officials one- or two-family code (CABO) OR
- Minimum Property Standards* (FHA) at 24 CFR 200.925 (for multi-family) or 200.926 (for one- and two-unit dwellings).

AND

2 Handicapped accessibility requirements, where applicable.

Habitat will submit request for reimbursement for eligible expenses during this phase.

The invoice should contain:
-the organization logo or letterhead,
-address of organization
-list of items to be reimbursed,
-total dollar amount requested,
-contact information

Submit proper documentation of all eligible costs (paid invoices and/or receipts, and proof of payment)

City will process documentation (this should not exceed three weeks).

Habitat has the option of picking up a check at the finance department or having it mailed to a specific address.

Any specialty contractors will have a pre-negotiated start and end date for the project. Contractors will be required to obtain all applicable permits where required. Habitat will oversee each construction project and approve pay requests. Payments to the contractor will be made at pre-determined milestones. The lowest, most responsive and responsible bidder will be awarded each project. The contractor's ability to complete each project in a timely manner will also be considered during the selection process.

Habitat will document all volunteer labor and donated materials, as it relates to each project assisted with HOME funds. The documented labor and materials will be applied to the 25% Non-Federal match required for the HOME program. At Habitat's discretion, they may count as match any Non-Federal investment in HOME-eligible housing as long as the investment meets the following requirements of the HOME regulations: Income determinations (24 CFR 92.203), Property standards (24 CFR 92.251) and Home ownership (24 CFR 92.254).

<u>Project close-out</u>

Habitat will work with the city to submit all required data to allow project to be closed out; including, but is not limited to:

-Copies of all sale documents containing a due on sale provision – indicating the affordability period of the project
-Final reimbursement request
-An itemized report outlining the dollar value of all donated materials and labor

Attachment C

Project Time Schedule

Milestone	*Deadline*
Project Start Date	At Signing
Interim Milestones/Deadlines (list	
Start construction – Project # 1	Spring/Summer 2014
Start construction – Project # 2	Spring/Summer 2014
Project Completion Date	Fall/Winter 2014

Attachment D

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Scott Clayton and I am the Executive Director of Joplin Area Habitat for Humanity. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2013-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2013 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

WHEREAS, the City of Joplin and the Joplin Area Habitat for Humanity (JAHFH), are desirous of entering into an agreement whereby JAHFH will develop houses for low/moderate income families through the Home Partnership Investment Program (HOME).

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

Section 1: That an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity is entered into that describes the expenditure of 2013 HOME Housing Developer funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: Council Bill 2013-404
Originating Department: Planning & Community Development

Attachments: 1) 2013 New Construction Agreement
2) Council Bill No 2013-404

Planning & Community Development Director: Troy Bolander TB.	Date: 9-30-13
Public Works Director: Sam Anselm	Date: 9/30/13
Finance Department: Leslie Haase	Date: 10/1/13
City Attorney: Brian Head	Date: 9/30/13
City Manager: Mark Rohr	Date: 9/30/13

DISCUSSION:
The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, constructing new affordable housing, acquiring and rehabilitating homes, and providing homeownership assistance.

This agreement is with the Economic Security Corporation of Southwest Area (ESC) to act as owner and developer of a property for new construction of one single family home within the region. This program will provide $90,000 in HOME funds for the construction of a home to be sold to a low-to-moderate income family.

RECOMMENDATION:
Staff recommends approval of the agreement with ESC to continue the new construction portion of the HOME Program on an Emergency basis. These activities have received prior approval from the Council as part of the 2013 Action plan.

JOPLIN CONSORTIUM

2013 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Economic Security Corporation of Southwest Area, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 302 S. Joplin Ave., Joplin Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2013
Quarterly progress report	January 15, 2014
Construction notice to proceed	Spring 2014
Quarterly progress reports	April 15, 2014 July 15, 2014
Construction completion	Fall/Winter 2014
Quarterly progress report	October 15, 2014

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according

the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the redevelopment of the at least **one (1) PROJECT** as discussed in ATTACHMENT B: PROPOSAL FOR: 2013 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when a site-specific Construction Contract is signed between the CITY and the DEVELOPER.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, NINE THOUSAND DOLLARS **($9,000.00)** of HOME Funds, an amount included in Section IV A. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	*Max. Cumulative Developer Fee %*
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such

commitment of funds or approval may occur only upon satisfactory completion of Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

C. The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

D. The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and presence of female headed households in order to determine low and moderate-income benefit in cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program.***

E. In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the DEVELOPER shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

J. If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

K. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2011 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender

regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.
Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

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

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

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

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

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

Section XII – Labor, Training & Business Opportunity

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 302 S. Joplin Ave., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and attested.

FOR DEVELOPER

Economic Security Corporation of Southwest Area: a Missouri Nonprofit Organization

By: _____ Date: _____

John Joines
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

R. Mark Rohr
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Brian Head
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 10 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

2013 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Economic Security Corporation of Southwest Area (ESC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds. These funds were budgeted for in the 2013 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The ESC proposes to use the $90,000 budgeted in the 2013 Action Plan to acquire and redevelop one (1) single family lot and build one (1) home. The program will be fully financed by these grant funds. The home built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Other prevailing market conditions, including other government assistance (such as the CDBG Neighborhood Stabilization Program), will also influence the selection of each lot location and home design on a case by case basis.

It is the intent of the ESC to develop the project in a way that the program grows and becomes more self sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the ESC.

ACQUISITION

A search for vacant lots will begin in neighborhoods of eligible communities where new home construction will be beneficial to the neighborhood, but the area is still attractive and marketable to prospective homebuyers. Each lot acquired is anticipated to cost between $6,000 and $12,000.

When a potential lot is located, an environmental review will be completed and offer made as soon as clearance is receive from the City of Joplin. A negotiated earnest payment will be made on the property to secure site control until closing.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. The ESC will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. The ESC would like to reserve the right to work with a volunteer group if given the opportunity.

The ESC will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor

will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The ESC will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER

Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The ESC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the ESC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the ESC, if necessary. A standard closing process will be completed by the title company. The ESC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS

In the event a particular project does not sell within six (6) months of its construction completion, the ESC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the ESC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS

When homes are sold, the funds that are repaid to the ESC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to develop new homes.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the ESC will no longer be restricted to federal regulations and will be considered "cash proceeds". The ESC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET

The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 8,000	$ 73,000	$ 9,000	$ 90,000

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2013
Quarterly progress report	January 15, 2014
Construction notice to proceed	Spring 2014
Quarterly progress reports	April 15, 2014 July 15, 2014
Construction completion	Fall/Winter 2014
Quarterly progress report	October 15, 2014

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2013-404 **ORDINANCE NO.**

AN ORDINANCE approving and Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City of Joplin and the Economic Security Corporation of Southwest Area (ESC), are desirous of entering into an agreement whereby ESC will develop a home for a low/moderate income family through the Home Partnership Investment Program (HOME).

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

Section 1. That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation of Southwest Area, generally pertaining to HOME funds for new construction of housing, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement, or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such is considered in an emergency and shall take effect immediately upon passage.

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: COUNCIL BILL NO. 2013-627
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date: 9-25-13
Department Head:	Sam Anselm	Date: 10/3/13
Finance Department:	Leslie Haase	Date: 10-3-13
City Attorney:	Brian Head	Date: 10/3/13
City Manager:	Mark Rohr	Date: 10/3/13

Recommended Action: Approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Service Road at the Joplin Regional Airport on an emergency basis.

Background: On December 10, 2012 the Federal Aviation Administration (FAA) issued the Joplin Regional Airport what is referred to as a "GO" letter which is the initiation of work for a proposed project. The FAA has directed the Airport to design and construct a Service Road so that ground vehicles would not utilize active taxiways and runways to access the commercial ramp. This service road has been a priority of the Federal Runway Safety Team program (RSAT) due to having fuel trucks crossing active runways.

The engineering firm of Garver, LLC was selected to design the project and Council approved that contract in February of this year. Garver then designed and bid the project on behalf of the Joplin Regional Airport on July 23, 2013. APAC was the low bidder on the project. Garver reviewed the bids and recommended award of the contract APAC. FAA concurred.

Discussion: The FAA has issued a Grant for the project and all the cost for this construction agreement will be paid from the Grant based on a 95/5 Federal/Local share. This contract amount is $981,423.72. The Local Share will be approximately $49,072 to be paid from the Airport fund.

Recommendation: Staff recommends approval of the agreement by and between the City of Joplin and APAC for the construction of a Service Road at the Joplin Regional Airport on an emergency basis.

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by and between _____ a Corporation organized and existing under the laws of the State of _____ hereinafter called the "Contractor", and the City of Joplin, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **JLN Perimeter Road Construction** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the General Provisions.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within two hundred ten (210) consecutive calendar days thereafter, except as modified in accordance with the General Provisions of these Contract Documents. If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in Special Provisions of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

a. Executed Agreement
b. Addenda (if any)
c. Advertisement for Bids
d. Instructions to Bidders
e. Proposal
f. Statement of Bidder's Qualifications
g. List of Proposed Subcontractors
h. DBE Participation Reporting
i. Buy American Certification
j. Performance and Payment Bonds
k. General Provisions
l. Special Provisions
m. Supplemental Specifications
n. Technical Specifications
o. Drawings
p. Certificates of Insurance and Insurance Policies
q. Third Party Insurance

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

The Contractor understands and agrees all certifications made by the Contractor within their original Proposal apply under this AGREEMENT as if full written herein.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Missouri, and shall comply with applicable Missouri laws.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

APAC-MISSOURI, INC.
(Contractor)

ATTEST: Shelly Sanders By Shawn A. Riley

Title: Shawn A. Riley, Vice President

1591 E Prathersville Rd
(Street)

Columbia, Mo 65202
(City)

(Owner)

ATTEST: _____ By _____

_____ Title: _____

(Print the names underneath all signatures)

010700 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, APAC - MISSOURI, INC.

as Principal, hereinafter called "Principal", and FEDERAL INSURANCE COMPANY

WARREN, State of NEW JERSEY, as

Surety, hereinafter called "Surety", are held and firmly bound unto the City of Joplin, Joplin, Missouri, as Obligee, hereinafter called "Owner", in the amount of:

NINE HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED TWENTY-THREE AND 72/100

Dollars ($ 981,423.72),

in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the _____ day of _____, 20___, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract,

"JLN Perimeter Road Construction"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract, including without limitation the maintenance warranty thereof, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

Executed on this _____ day of _____, 20___.

SEAL

APAC - MISSOURI, INC.

Principal

By _____
Signature

Shawn A. Riley, Vice President

By _____
Print Name and Title

SEAL

FEDERAL INSURANCE COMPANY

Surety

By _____
Attorney-In-Fact - Signature

By **JESSICA ARNOLD, ATTORNEY-IN-FACT**
Attorney-In-Fact - Print Name and Title

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the Circuit Clerk in each county wherein the work is to be performed.

COUNCIL BILL NO. 2013-627 ORDINANCE NO.

AN ORDINANCE Approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Service Road at the Joplin Regional Airport on an emergency basis.

.

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

Section 1. Approval of an Agreement by and between the City of Joplin and APAC for the construction of a Service Road at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: COUNCIL BILL NO. 2013-628
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date: 9-25-13
Department Head:	Sam Anselm	Date: 10/3/13
Finance Department:	Leslie Haase	Date: 10-3-13
City Attorney:	Brian Head	Date: 10/3/13
City Manager:	Mark Rohr	Date: 10/3/13

Recommended Action: Approval of Amendment to the Original Agreement by and between the City of Joplin and Garver, LLC for Construction Observation Services for the Service Road construction at the Joplin Regional Airport on an emergency basis.

Summary: On December 10, 2012 the Federal Aviation Administration (FAA) issued the Joplin Regional Airport what is referred to as a "GO" letter which is the initiation of work for a proposed project. The FAA has directed the Airport to design and construct a Service Road so that ground vehicles would not utilize active taxiways and runways to access the commercial ramp. This service road has been a priority of the Federal Runway Safety Team program (RSAT) due to having fuel trucks crossing active runways.

The engineering firm of Garver, LLC was selected to design the project and Council approved that contract in February of this year. Garver then designed and bid the project on behalf of the Joplin Regional Airport on July 23, 2013. APAC was the low bidder on the project. Garver reviewed the bids and recommended award of the contract to APAC. This agreement is an amendment to the original design contract and will include construction observation, contract administration, closeout services, and Airport Diagram updates. Federally funded projects do not allow us to operate on estimates and we could not know what the scope of the observation services were until the project had been designed and approved by FAA.

Discussion: The FAA has issued a Grant for the project and all the cost for this agreement will be paid from the Grant based on a 95/5 Federal/Local share. This original contract involving the design of the Service Road Project was for $119,200 with this amendment adding and additional $163,400. The Local Share will be approximately $8,150 to be paid from the Airport fund.

Recommendation: Staff requests the adoption of this council bill on an emergency basis.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF JOPLIN
JOPLIN, MISSOURI

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 shall amend the original contract between the City of Joplin (Client) and Garver, LLC (Garver), dated February 22, 2013, referred to in the following paragraphs as the Original Agreement. Execution of the agreement by Garver and the Client constitutes the Client's written authorization to Garver to proceed with the services described herein upon the date of execution.

This Contract Amendment No. 1 adds/modifies professional engineering and surveying services for the following improvements:

Construct a perimeter road around the north end of Runway 13/31 to connect the terminal apron to the general aviation facilities via Taxiway K.

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

Garver's scope of services, included as Appendix A in the Original Agreement, is hereby amended as described in the attached Appendix 1-A.

SECTION 3 – PAYMENT

Section 3 of the Original Agreement is hereby amended as follows:

The table below presents a summary of the fee amounts and fee types added by this Contract Amendment No. 1 and does not incorporate previously agreed upon totals from the Original Agreement.

WORK DESCRIPTION	AMENDMENT 1 FEE AMOUNT	FEE TYPE
Construction Phase Services	$ 147,600	Cost + FF
Construction Materials Testing	$ 7,300	Cost
Subconsultant Contract Administration	$ 4,100	Lump Sum
Closeout Services	$ 4,400	Lump Sum
TOTAL FEE	$ 163,400	

Construction Phase Services:
The Client will pay Garver, for time spent on the project, at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 187.57 percent of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of $5,264.08. Estimated cost of these services, including the fixed fee is $147,600. The actual total fee may exceed this estimate if approved by the Airport Manager. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix 1-B with approximate current hourly rates for each employee classification.

As allowed under 48 CFR Part 31, expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Construction Materials Testing:
The Client will pay Garver an amount submitted by a subconsultant. The fee for Construction Materials Testing will be negotiated with Palmerton & Parrish, Inc, as a subconsultant to Garver, and is estimated to be $7,300.

Lump Sum Services:
For the Subconsultant Contract Administration and Closeout Services, the total lump sum amount to be paid under this agreement is $8,500. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix 1-B with approximate current hourly rates for each employee classification.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Client and Garver have executed this Contract Amendment No. 1 effective as of the date last written below.

CITY OF JOPLIN	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: _____ *Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

COUNCIL BILL NO. 2013-628 ORDINANCE NO.

AN ORDINANCE Approval of Amendment to the Original Agreement by and between the City of Joplin and Garver, LLC for Construction Observation Services for the Service Road construction at the Joplin Regional Airport on an emergency basis.

.

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

Section 1. Approval of Amendment to the Original Agreement by and between the City of Joplin and Garver, LLC for Construction Observation Services for the Service Road construction at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

SECOND
&
THIRD
READING

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 23, 2013

Item: COUNCIL BILL NO. 2013-297
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 9/13/2013
City Attorney: Brian Head Date: 9/14/13
City Manager: R. Mark Rohr Date: 9-16-13
Board or Commission: Planning and Zoning Commission Date: 9/9/2013

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

SUMMARY/REQUEST:
Case 059-13: Beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue – A request for the vacation of a 20 foot wide public alley and utility easement – Charlie Kuehn.

STAFF SUMMARY:
This vacation will allow for the development of a commercial/retail shopping center containing approximately 19,800 square feet of tenant space. The site plan for the planned development was approved by the City Council in January, 2013.

The vacation will allow for the approved planned development to proceed.

Staff recommends approval of Case 059-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bruce Warstler appeared representing Mr. Kuehn to request the vacation of the alley and utility easement. Mr. Kuehn has received the consent from all the utility companies to move that easement around to the east side and down Virginia Avenue.

Mr. Eastman asked if Empire District Electric is planning underground or overhead lines, and Mr. Warstler believes they are planning overhead lines.

PUBLIC COMMENT:
None.

Z&P Meeting: September 9, 2013
City Council Meeting: September 23, 2013

STAFF PLANNING REPORT
Vacation

CASE 059-13:

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

APPLICANT: Charlie Kuehn

REPRESENTATIVE: N/A

LOCATION: North-south alley between Main and Virginia, 30th and 31st

---

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley	20' x 400'

REASON FOR VACATION:

This vacation will allow for the development of a commercial/retail shopping center containing approximately 19,800 square feet of tenant space. The site plan for the planned development was approved by the City Council in January 2013.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation will allow for the approved planned development to proceed.

Staff recommends approval of Case 059-13.

ENCLOSURES: None

RECEIVED
4-8-13

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.: 059-13
Filing Fee: $ 350.00
Date Advertised: 8/25/13
Date Notices Sent N/A
Public Hearing Date: 9/9/13

I. Applicant Name: Charlie Kuehn Phone: 417-625-1609

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

Address: 620 McConnell Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☑

Utility vacation ☑

Other (Please specify) _____

III. Legal Description of area requested to be vacated: 415' of Alley way from E 31st St going North to East 30th St, between South Virginia Ave and South main St.
(See attached Beacon View)

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

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

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

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

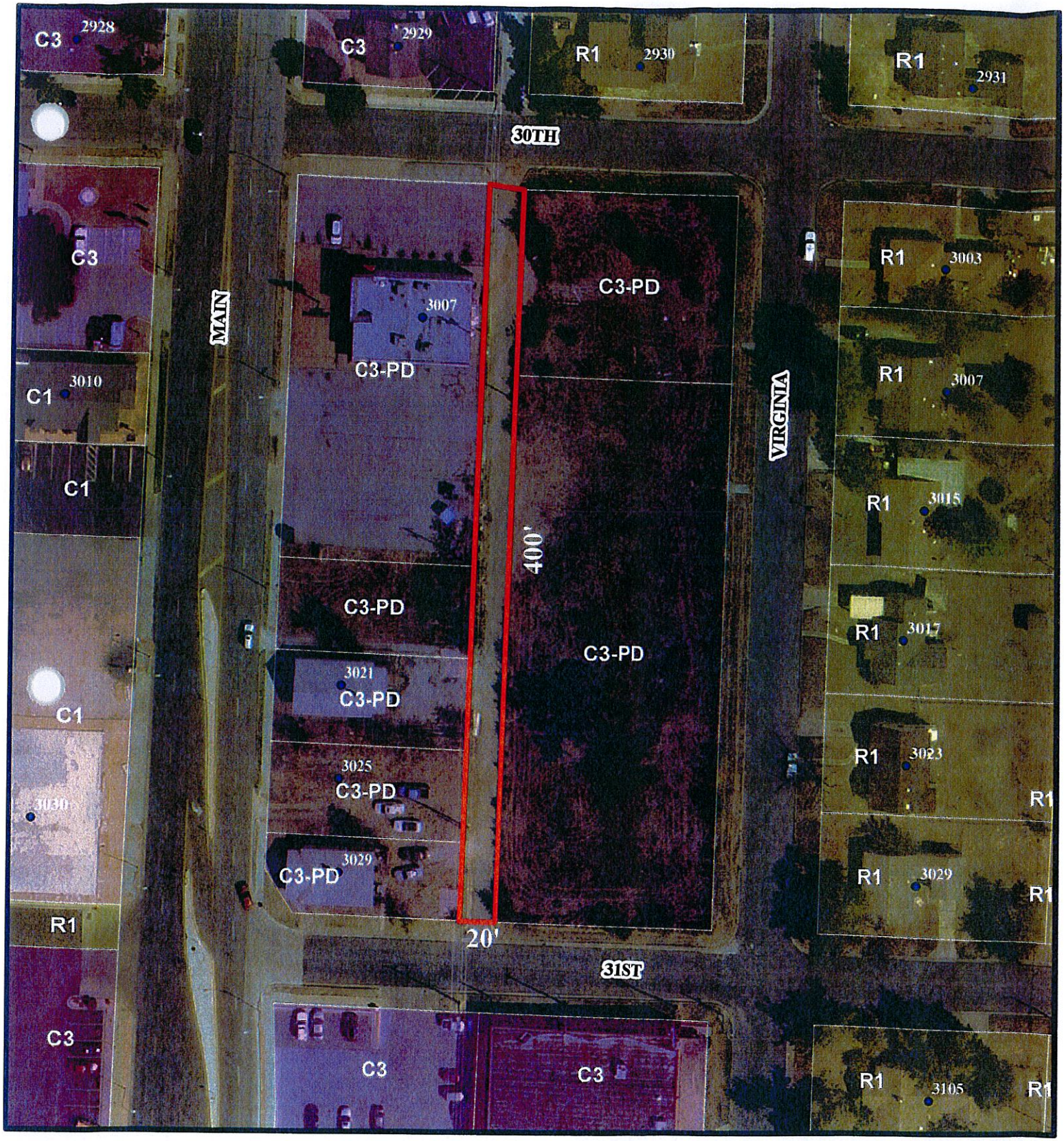
V. Required Attachments:

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

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

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

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



C[illegible]e 059-13: A request for the vacation of a 20 foot wide north-south public alley and u[illegible]ity easement between 30th and 31st Street, Main Street and Virginia Avenue. - Charlie Kuehn

N

Case 059-13: Beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue – A request for the vacation of a 20 foot wide public alley and utility easement – Charlie Kuehn.

Mr. Harrington opened the public hearing for Case 059-13.

Mr. Bruce Warstler, 9952 Southeast 90th Street, Baxter Springs, Kansas, appeared representing Mr. Kuehn to request the vacation of the alley and utility easement. Mr. Kuehn has received the consent from all the utility companies to move that easement around to the east side and down Virginia Avenue.

Mr. Eastman asked if Empire District Electric is planning underground or overhead lines, and Mr. Warstler believes they are planning overhead lines.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 059-13.

MR. DUNCAN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 059-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 059-13
Charlie Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-297 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> The north-south public alley and utility easement bounded by Main Street to the west, Virginia Avenue to the east, 30th Street to the north, and 31st Street to the south, beginning at the south right-of-way line of 30th Street south approximately 400 feet to the north right-of-way line of 31st Street.

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 _____, 2013.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

NEW BUSINESS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 7, 2013

Item: SITE PLAN REVIEW FOR 2816 SOUTH MAIN STREET
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 9/27/2013
City Attorney: Brian Head Date: 9/30/13
City Manager: R. Mark Rohr Date: 9/27/13
Board or Commission: Planning and Zoning Commission Date: 9/9/2013

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

SUMMARY/REQUEST:
Case 061-13: 2816 South Main Street – A request for a Site Plan Review for Neotech Solutions, a proposed commercial/office development in a C-3 PD (Commercial – Planned Development) zoning district – Neotech Solutions, Inc.

STAFF SUMMARY:
This Site Plan Review is for the development of a 2,300 square foot commercial/office building.

Access Management: The site will have one point of access off of South Main Street.

Parking: A total of 6 spaces have been provided, which meets the requirements of 6 spaces. An accessible space and 2 additional spaces are provided off of South Main Street, with 3 additional spaces for employees provided by alley access behind the building.

Building Design & Materials: The site will contain a 2,300 square foot office building that is predominantly brick with a stone wainscot. Fiber cement siding will also be used on the north wing of the building. The building materials meet the requirements; however, the building design is a modern design that does not reflect the traditional style of most Main Street buildings.

Landscaping and Open Space: The site meets all landscaping requirements and has provided one tree along S. Main Street.

Buffering: No buffering is required since the property adjoins other C-3 (Commercial) properties. The alley to the west serves as the buffer between residential properties along South Joplin Avenue.

Stormwater Management: Due to the size of the property, a stormwater buyout will be used to help pay for improvements downstream.

Staff recommends approval of Case 061-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. David Endicott appeared and stated that this request is for the replacement of his building that was lost in the tornado at 2816 South Main Street. He had previously received approval to proceed with a building at 26th Street and Wall Avenue, but due to budgetary reasons, he decided to relocate on his original property on Main Street. The proposed building has a much larger footprint, all on one floor.

Mr. Endicott has tried to make a compromise between a modern look for a high-tech company versus the restrictions being placed in the development of that area.

Mr. Duncan asked the City staff about the comment that the proposed building didn't necessarily fit the design of the other buildings on Main Street. He asked if there is a design or plan that must be followed.

Mr. Wright explained that the guidelines for the South Main Street corridor call for traditional style buildings with flat roofs or pitched roofs. The main issue with the proposed building is the slanted roof that gives the building a more modern design.

Mr. Smith asked if the building will be constructed exactly where it was before, and Mr. Endicott replied the same lot, but a different footprint. He previously had a two-story building, with the proposed building having one level.

Mr. Smith asked if there would be the same amount of parking, and Mr. Endicott replied yes.

PUBLIC COMMENT:
None.

Z&P Meeting: September 9, 2013
City Council Meeting: October 7, 2013

STAFF PLANNING REPORT
Site Plan Review

CASE 061-13:

A request for a Site Plan Review for the development of a 2,300 square foot commercial/office building in a C-3 PD (Commercial – Planned Development) zoning district.

NAME OF PROJECT: Neotech Solutions

LOCATION: 2816 S. Main Street

APPLICANT: Neotech Solutions

CORRIDOR: South Main Street

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-3 PD (Commercial – Planned Development)	Commercial (Vacant lot)	50' x 110' / 5,500 ft² / .13 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	R-3	C-3	R-1
Land Use	Commercial	Residential	Commercial	Residential

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Main Street	Arterial	80'

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:

DISCUSSION

This Site Plan Review is for the development of a 2,300 square foot commercial/office building.

Access Management: The site will have one point of access off of S. Main Street.

Parking: A total of 6 spaces have been provided, which meets the requirements of 6 spaces. An accessible space and 2 additional spaces are provided off of S. Main Street, with 3 additional spaces for employees provided by alley access behind the building.

Building Design & Materials: The site will contain a 2,300 square foot office building that is predominantly brick with a stone wainscot. Fiber cement siding will also be used on the north wing of the building. The building materials meet the requirements, however, the building design is a modern design that does not reflect the traditional style of most Main Street buildings.

Landscaping and Open Space: The site meets all landscaping requirements and has provided one tree along S. Main Street.

Buffering: No buffering is required since the property adjoins other C-3 (Commercial) properties. The alley to the west serves as the buffer between residential properties along S. Joplin Avenue.

Stormwater Management: Due to the size of the property, a stormwater buyout will be used to help pay for improvements downstream.

ENCLOSURES:

Site Plan/Landscape Plan, Building Elevations

RECEIVED 8-30-13

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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: 061-13
Filing: 4350.00
Date Advertised: N/A
Date Notices Sent: N/A
Public Hearing Date: N/A
Meeting date: 9/9/13

I. **Name of Project:** NEOTECH SOLUTIONS

II. **Location of Project:** 2816 MAIN STREET

III. **Name of Owner:** NEOTECH SOLUTIONS

IV. **Name of Person who Prepared the Site Plan:** ANDERSON ENGINEERING

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	☑	☐
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	☑	☐
C. Name and address of all owners of record of abutting parcels.	☑	☐
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	☑	☐

E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ☑ ☐

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ☑ ☐

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ☑ ☐

H. The location, height, size, materials, and design of all proposed signage. ☑ ☐

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ☑ ☐

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ☑ ☐
2. water lines and fire hydrants; ☑ ☐
3. telephone, cable and electrical systems; and ☑ ☐
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ☑ ☐

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. ☑ ☐

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. ☑ ☐

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ☑ ☐

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ☑ ☐

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ☑ ☐

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ☑ ☐

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

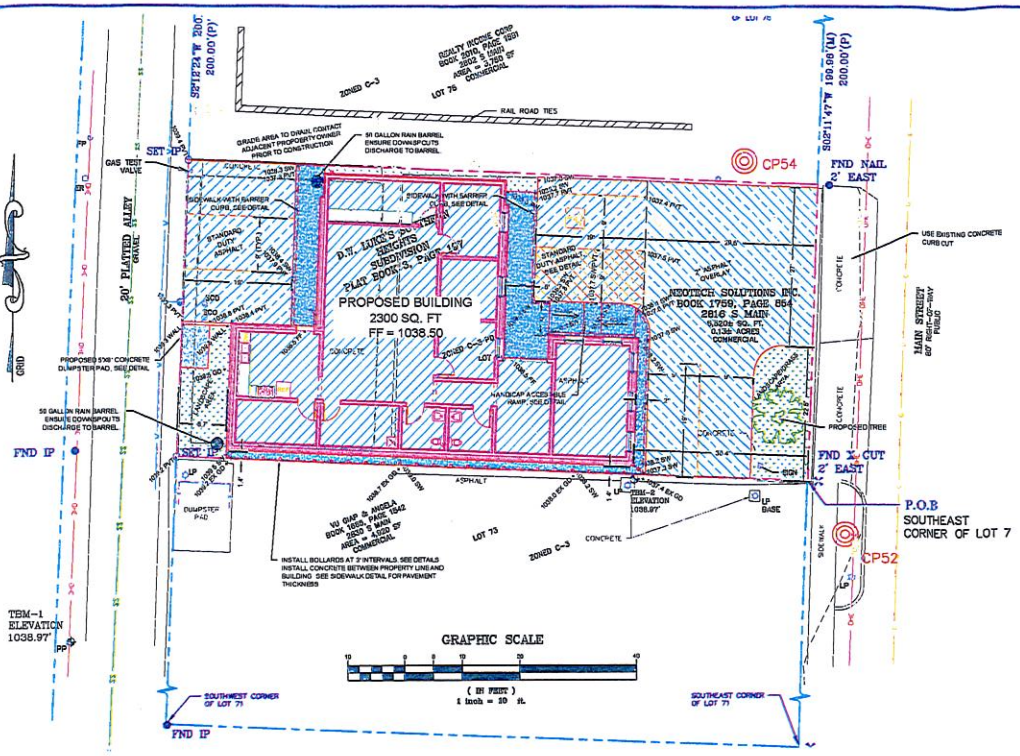
1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ☑ ☐

2. Maximum number of employees; ☑ ☐

3. Maximum seating capacity, where applicable; ☑ ☐

4. Number of parking spaces existing and required for the intended use; and ☑ ☐

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ☑ ☐



LEGEND

CP	CONTROL POINT
FND IP	FOUND IRON PIN
SET IP	SET IRON PIN
R/W	RIGHT-OF-WAY MARKER
PP GUY	POWER POLE W/ GUY
MH	MANHOLE
SCO	SEWER CLEANOUT
GM	GAS METER
LP	LIGHT POLE
	SIGN
	WATER METER
WV	WATER VALVE
GV	GAS VALVE
FH	FIRE HYDRANT
TR	TELEPHONE RISER
	BUMPER POST
	GRATE INLET
ER	ELECTRICAL RISER
	ELECTRICAL METER
TS	TRAFFIC SIGNAL BOX
MB	MAIL BOX
	SPOT LIGHT
PB	PAY PHONE
	TREELINE
	BUSH
	PROPERTY LINE
SS	SANITARY SEWER
SW	STORM SEWER
TEL	TELEPHONE LINE
UT	UNDERGROUND TELEPHONE
G	GAS LINE
W	WATER LINE
OHE	ELECTRIC LINE
UE	UNDERGROUND ELECTRIC
FO	FIBER OPTIC
	FENCE LINE
	RETAINING WALL
	EXISTING CONTOUR
	PROPOSED CONTOUR

STAGES OF CONSTRUCTION:

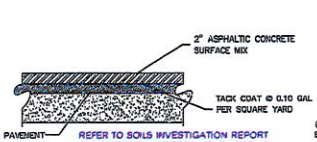
1. CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT ENGINEER WITH ANY CONFLICTS.
2. INSTALLATION OF EROSION CONTROL MEASURES.
3. INSTALLATION OF ALL STORM WATER DRAINAGE IMPROVEMENTS.
4. FINAL GRADING.
5. PLACEMENT OF FINAL LANDSCAPING ITEMS AND SOD.
6. REMOVAL OF EROSION CONTROL MEASURES.

GENERAL NOTES:

1. ALL WORK, MATERIALS, AND DETAILS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF JOPLIN STANDARD SPECIFICATIONS, DATED DECEMBER 28, 2004. CONTRACTORS SHALL OBTAIN A COPY OF THESE STANDARDS TO ENSURE COMPLIANCE.
2. EXISTING UTILITIES AND UNDERGROUND INSTALLATIONS HAVE BEEN LOCATED TO THE GREATEST EXTENT PRACTICAL THROUGH REVIEW OF CONSTRUCTION PLANS AND SURFACE OBSERVATIONS. THE CONTRACTOR SHALL FIELD VERIFY ALL HORIZONTAL AND VERTICAL LINES AND GRADES OF EXISTING UTILITIES PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERING A DISCREPANCY BETWEEN THE CONTRACT DRAWINGS AND ACTUAL FIELD CONDITIONS. CONTACT ONE CALL 1-800-344-7483.
3. THE CONTRACTOR MUST COORDINATE CONSTRUCTION WITH THE NECESSARY AUTHORITIES.
4. NO WORK SHALL COMMENCE UNTIL ALL NECESSARY PERMITS ARE OBTAINED BY THE OWNER.
5. ALL AREAS DISTURBED BY CONSTRUCTION ARE FIRST TO BE FINE GRADED AND THEN FOLLOWED BY SEED AND STRAW MULCH, UNLESS OTHERWISE NOTED OVER MIN. 4" TOPSOIL STOCKPILED FROM SITE OR HAULED IN AS REQUIRED.
6. PROVIDE POSITIVE DRAINAGE AWAY FROM ANY BUILDINGS WITHOUT PONDING ON PARKING LOTS OR SIDEWALKS. ALL IMPROVED RUNOFF TO DRAIN TO DRAINWAYS.
7. ALL CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISH GRADE.
8. THE REMOVAL OF ANY TREES GREATER THAN 7 INCHES IN DIAMETER AT BREAST HEIGHT (DBH) ARE TO BE CLEARED WITH THE CITY PRIOR TO REMOVAL.
9. ANY DAMAGE TO EXISTING STRUCTURES, VEGETATION, OR IMPROVEMENTS RESULTING FROM NEW CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

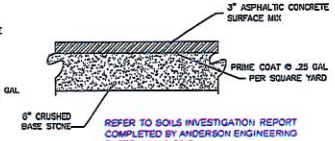
EROSION CONTROL

1. RETAIN FLOATABLE WIND BLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF SITE.
2. PERMANENTLY STABILIZE ALL SURFACE AREA WITHIN AND ADJACENT TO THIS SITE THAT IS DISTURBED BY VEHICLES, GRADING AND OTHER CONSTRUCTION FOR THE PROPOSED FACILITY. STABILIZATION IS OBTAINED WHEN THE DISTURBED SURFACE IS COVERED WITH STRUCTURES, PAVING AND OR PERENNIAL VEGETATION HAVING A UNIFORM COVERAGE DENSITY OF AT LEAST 70%. STABILIZATION OF ALL DISTURBED AREA IS REQUIRED BEFORE TERMINATING MAINTENANCE AND REMOVAL OF EROSION CONTROL MEASURES.
3. CONTRACTORS SHALL INSPECT POLLUTION CONTROL MEASURES AT LEAST ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT OF 1/2 INCH OR GREATER. DAMAGED MEASURES THAT PROVE TO BE INEFFECTIVE SHALL BE REPLACED WITH MORE EFFECTIVE MEASURES OR ADDITIONAL MEASURES WITHIN SEVEN DAYS. REPEATED FAILURE OF A CONTROL MEASURE REQUIRES INSTALLATION OF A MORE SUITABLE DEVICE TO PREVENT DISCHARGE OF POLLUTANTS FROM THE CONSTRUCTION SITE.
4. INSTALLATION OF ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY GOVERNING AUTHORITY. CONTRACTOR TO VERIFY REQUIREMENTS PRIOR TO BEGINNING ANY WORK ON PROJECT SITE.
5. CARE SHALL BE TAKEN TO MINIMIZE THE ENCROACHMENT OF SEDIMENT INTO ALL STORM DRAIN APPURTENANCES, PUBLIC STREETS, AND ONTO PRIVATE PROPERTY UNTIL IMPERVIOUS MATERIAL (ROAD/PARKING AREA SURFACE) IS APPLIED OR UNTIL PROPOSED LANDSCAPE HAS BEEN ESTABLISHED.
6. ALL GRASS AREAS WHERE SLOPES EXCEED 3:1 (H:V) SHALL BE STABILIZED WITH TEMPORARY TURF REINFORCEMENT MATS. INSTALLATION OF TEMPORARY TURF REINFORCEMENT MATS SHALL BE TO MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL CONTACT MANUFACTURER TO COORDINATE PROPER INSTALLATION OF TEMPORARY TURF REINFORCEMENT MATS TO PREVENT SLOPE FAILURES AND EROSION.



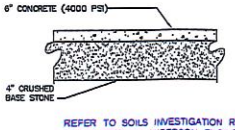
REFER TO SOILS INVESTIGATION REPORT COMPLETED BY ANDERSON ENGINEERING DATED JULY 5, 2013

APHALT OVERLAY
NOT TO SCALE



REFER TO SOILS INVESTIGATION REPORT COMPLETED BY ANDERSON ENGINEERING DATED JULY 5, 2013

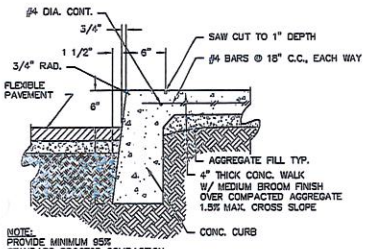
STANDARD DUTY ASPHALT
NOT TO SCALE



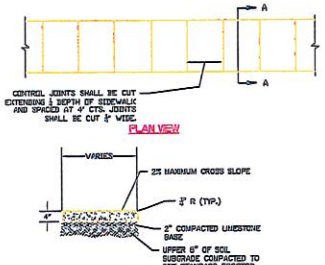
REFER TO SOILS INVESTIGATION REPORT COMPLETED BY ANDERSON ENGINEERING DATED JULY 5, 2013

HEAVY DUTY CONCRETE
NOT TO SCALE

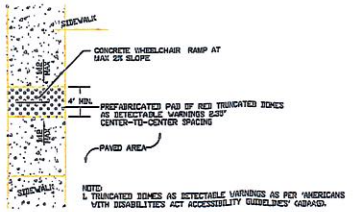
AREA TO BE USED AS EQUIPMENT REPAIR:	2,300 SQUARE FEET
MAXIMUM NUMBER OF EMPLOYEES:	7
MAXIMUM SEATING CAPACITY:	N/A
NUMBER OF PARKING SPACES PROPOSED AND REQUIRED:	PROPOSED: 6 REQUIRED: 6



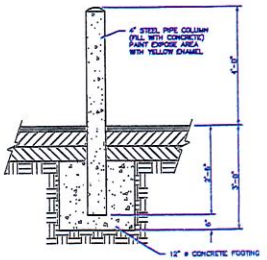
INTEGRAL CURB DETAIL
NOT TO SCALE



CONCRETE SIDEWALK
NOT TO SCALE



ADA STANDARD CURB RAMP
NOT TO SCALE



BOLLARD DETAIL
NOT TO SCALE

CAUTION:
CONTRACTOR SHALL FIELD VERIFY PROPOSED GRADES MATCH EXISTING ELEVATIONS @ INDICATED LOCATIONS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP - CALL BEFORE YOU DIG!

ANDERSON ENGINEERING, INC
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
811 E. 3RD STREET · JOPLIN, MISSOURI 64801 · PHONE (417) 623-7199
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 82

NO.	DESCRIPTION	REVISIONS BY	DATE

DRAWING INFO.

DRAWN BY:	BDO
CHECK BY:	BDO
LICENSE NO.	2008018882
DATE:	AUGUST 2013
FIELD BOOK:	
JOB NUMBER	70003-13

© COPYRIGHT ANDERSON ENGINEERING, INC 2013

NEOTECH SOLUTIONS, INC.
PROPOSED BUILDING

SITE GEOMETRY PLAN

2816 S. MAIN STREET
JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO.
JOP 100-3817

SHEET NUMBER
C100

NORTH ELEVATION
SCALE: 1:10

EAST ELEVATION
SCALE: 1:10

SOUTH ELEVATION
SCALE: 1:10

WEST ELEVATION
SCALE: 1:10

NEOTECH SOLUTIONS, INC. - NEW OFFICE BUILDING

2816 SOUTH MAIN STREET, JOPLIN, MISSOURI 64804

PARAGON ARCHITECTURE

COPYRIGHT © 2023
THESE PLANS ARE THE PROPERTY OF PARAGON ARCHITECTURE AND SHALL BE RETURNED UPON REQUEST. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF PARAGON ARCHITECTURE.



0 60 120 240 360 480 Feet

C[illegible] 061-13: A request for a Site Plan Review for Neotech Solutions, a new commercial/office development in a C-3 PD (Commercial - Planned Development) zoning district, located at 2816 S. Main Street. - Neotech Solutions

N

Case 061-13: 2816 South Main Street – A request for a Site Plan Review for Neotech Solutions, a proposed commercial/office development in a C-3 PD (Commercial – Planned Development) zoning district – Neotech Solutions, Inc.

Mr. Harrington opened the public comment period for Case 061-13.

Mr. David Endicott, 3574 Willow Lane, Loma Linda, Missouri, appeared and stated that this request is for the replacement of his building that was lost in the tornado at 2816 South Main Street. He had previously received approval to proceed with a building at 26th Street and Wall Avenue, but due to budgetary reasons, he decided to relocate on his original property on Main Street. The proposed building has a much larger footprint, all on one floor.

Mr. Endicott has tried to make a compromise between a modern look for a high-tech company versus the restrictions being placed in the development of that area.

Mr. Duncan asked the City staff about the comment that the proposed building didn't necessarily fit the design of the other buildings on Main Street. He asked if there is a design or plan that must be followed.

Mr. Wright explained that the guidelines for the South Main Street corridor call for traditional style buildings with flat roofs or pitched roofs. The main issue with the proposed building is the slanted roof that gives the building a more modern design.

Mr. Smith asked if the building will be constructed exactly where it was before, and Mr. Endicott replied the same lot, but a different footprint. He previously had a two-story building, with the proposed building having one level.

Mr. Smith asked if there would be the same amount of parking, and Mr. Endicott replied yes.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 061-13.

MR. RAMSOUR MOVED, SECONDED BY MR. DUNCAN, THAT THE SITE PLANS AS PRESENTED IN CASE 061-13 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. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).