INFORMAL AGENDA

March 18, 2013

5:15 p.m.

1. Discussion of old Bassman Field
2. Any other business

INFORMAL NOTES

March 4, 2013

Health Care Reform Update – Leslie Jones	Council members heard an update from City Finance Director Leslie Jones and Representatives from Segal.
Discussion of Downtown CID Progress	Trisha Patton reported to Council the Downtown Joplin Alliance has developed a five-year plan that defines the scope with potential projects. She said they have reached out to twenty building owners/business owners to discuss feasibility. And have begun defining CID board by laws, powers and limitations. She said they have a couple of months but will follow a timeline including filing of a petition with the city clerk by June 17, 2013. With the Council adopting an ordinance by July 1, 2013, and hopefully collection of funds beginning January 1, 2014. She added there two main goals were to enhance the district economy and enhance the district environment.
Mayor Colbert-Kean Request	Mayor Colbert-Kean requested reimbursement for approval of a gas receipt of $35.00 for a presentation at the TAKE 5 Workshop at the Science Center in St. Louis with St. Louis Meteorologists and Weather Recap where she was a guest speaker. Motion by Mr. Shaw, Second by Mr. Golden to approve the request. 9-0.
Work Session cancelled	Council decided there will not be a work session next Monday March 11, 2013 due to there being some out of town and David Wallace not available as well. Mark Rohr announced there needs to be a work session later on this month for curbside recycling.
Route 66 Mural Project	Murals are going to be installed on the side of the Pearl Bros. Hardware store that can be seen from the Route 66. One mural may be used as a photo opt.People traveling could stop and get a picture taken. Privately funded, these public murals will attract tourists from all over and the artist Paul Whitehill hopes to have this project finished in time

of the Route 66 festival in August, 2013. Mr. Whitehill stated the city owns the right of way next to the building but will need some assistance along the bottom in the right of way from the city on the project. The city manager said there needs to be a process looking into this as to what the city can do and if the existing pavers that are located on the wall now can be used or not. There are some Design Review Standards we follow.

COUNCIL A G E N D A

March 18, 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
Becky Baltz, MODot District Engineer, to present "On the Move"

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1.Minutes of the March 4, 2013 meeting

2.COUNCIL BILL NO. 2013-257-AN ORDINANCE approving the voluntary annexation by the City of Joplin of all of the South half of 32nd Street Right-of-Way between Schifferdecker Avenue and Winfield Avenue, and all of Schifferdecker Avenue Right-of-Way between the center of 32nd Street South approximately 700 feet, in Newton County, Missouri.

3.COUNCIL BILL NO. 2013-258-AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the Southeast corner of 32nd Street and Schifferdecker Avenue, in Newton County, Missouri.

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

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

4.COUNCIL BILL NO. 2013-259- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District R-4 property as described below and located at the northeast corner of 20th Street and Rex Avenue in the City of Joplin, Jasper County, Missouri.

5.COUNCIL BILL NO. 2013-504 - AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012, to comply with the Heroes Assistance and Relief Tax Act of 2008; and setting an effective date.

6.COUNCIL BILL NO. 2013-602 - AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

7.COUNCIL BILL NO.2013-606-AN ORDINANCE approving the Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and The American Red Cross, for the provision of lifeguard certification and training for Swim Lessons and CPR and First Aid at all City of Joplin operated Aquatic Facilities; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

9. Resolutions

10. Ordinances – Emergency

1.COUNCIL BILL NO. 2013-505 - AN ORDINANCE approving an agreement for underwriter services by and between Stifel, Nicolaus & Company and the City of Joplin, Missouri to issue net proceeds of $13-million in TIF bonds; authorizing the City Manager to execute said agreement; and containing an emergency clause.

2.COUNCIL BILL NO. 2013-608 – AN ORDINANCE approving a Contract for Technical support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of One hundred Twenty-Six Thousand, Five Hundred Thirty-Five Dollars and Forty-Four cents ($126,535.44); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

3.COUNCIL BILL NO. 2013-609 - AN ORDINANCE authorizing and approving the City to Lease property from Missouri Department of Transportation, for the installation and utilization of an outdoor warning siren at the Joplin Welcome Center, and authorizing the Fire Chief to execute the Lease Agreement by and on behalf of the City of Joplin; and, containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

1.COUNCIL BILL NO. 2013-605 - AN ORDINANCE amending Article V. Swimming Pools, Section 86-152., Admission fee., of the Joplin City Code, to set the pool admission fees for the three (3) City aquatic facilities.

13. Unfinished Business

14. New Business

1. Case 014-13: East side of South St. Louis Avenue between Seventh and Eighth Streets – A request for a Site Plan Review for Nixon's Garage, an automotive repair business, in a C-3 PD (Commercial – Planned Development) zoning district – Nixon's Garage.

Notice posted at 4:30p.m. on this the 14th day of March, 2013. (RSMo 610.020)

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES March 4, 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 Clerk Barbara Hogelin

FLAG SALUTE – led by Mr. Seibert

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS Motion by Mr. Mr. Scearce, Second by Mr. Golden, to allow citizens to address Council. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Darlene Monen, 920 S. Jackson Ave, did not appear.

Perry Johnson, 1202 S. Rangeline, Bicycle Specialists, was pleased with the Council and thanked the Council for what they had done for the City.

Ruth Sawkins, Rufus Racing, 1009 Connecticut, supported the Council for the bike and pedestrian lanes on 20th street and the widening of Schifferdecker and Maiden Lane and the ongoing improvements and expansions.

The City Manager said additional improvements are coming in the near future.

Jason Sloan and Kyle Flanner echoed the others remarks.

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.

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2013-257

Mayor Colbert-Kean opened the Public Hearing

No one was in favor of or against this request.

This public hearing was closed.

Mr. Glaze introduced Council Bill No. 2012-257. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2013-257 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. 2013-257

AN ORDINANCE approving the voluntary annexation by the City of Joplin of all of the South half of 32nd Street Right-of-Way between Schifferdecker Avenue and Winfield Avenue, and all of Schifferdecker Avenue Right-of-Way between the center of 32nd Street South approximately 700 feet, in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-258
Mayor Colbert-Kean opened the Public Hearing

No one was in favor of or against this request.

This public hearing was closed.

Mr. Glaze introduced Council Bill No. 2012-258. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2013-258 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. 2013-258

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the Southeast corner of 32nd Street and Schifferdecker Avenue, in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-259

Mayor Colbert-Kean opened the Public Hearing

No one was in favor of or against this request.

This public hearing was closed.

Mr. Golden introduced Council Bill No. 2012-259. Motion by Mr. Golden, Second by Mr. Scearce to Place Council Bill No. 2013-259 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. 2013-259

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District R-4 property as described below and located at the northeast corner of 20th Street and Rex Avenue in the City of Joplin, Jasper County, Missouri.

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

Minutes of the February 19, 2013 meeting

COUNCIL BILL NO. 2013-156 - AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director to execute said Agreement. (Council Bill No. 2013-158 replaces this one)

COUNCIL BILL NO. 2013-604 – AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions. Ordinance No. 2013-061

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2013-157. Motion by Mr. Shaw Second by Ms. Raney to Adopt Council Bill No. 2013-157. 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. 2013-062

AN ORDINANCE authorizing the City to enter into a Transportation Enhancement Fund Agreement with the Missouri Department of Transportation for the MSSU Trail Project 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, to adjust appropriations and containing an emergency clause; authorizing the City Manager to execute said Agreement for and on behalf of the City; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-158 - Motion by Mr. Shaw Second by Mr. Golden to Adopt Council Bill No. 2013-158. 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. 2013-063

AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000)for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director to execute said Agreement and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-503 - Motion by Mr. Scearce Second by Mr. Golden to Adopt Council Bill No. 2013-503. 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. 2013-064
AN ORDINANCE adding an Accounting Specialist position 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, to adjust appropriations and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2013-504. Motion by Mr. Scearce, Second by Mr. Shaw to Pass Council Bill 2013-600 on First Reading, Advance to Second Reading 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. 2013-504

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012, to comply with the Heroes Assistance and Relief Tax Act of 2008; and setting an effective date.

Mr. Scearce introduced Council Bill No. 2013-602. Motion by Mr. Scearce, Second by Mr. Shaw to Pass Council Bill 2013-600 on First Reading, Advance to Second Reading 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. 2013-602

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

Mr. Scearce introduced Council Bill No. 2013-605. Motion by Mr. Scearce, Second by Mr. Shaw to Pass Council Bill 2013-600 on First Reading, Advance to Second Reading and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 1, Raney.

The Council Bill was read as being COUNCIL BILL NO. 2013-605

AN ORDINANCE amending Article V. Swimming Pools, Section 86-152., Admission fee., of the Joplin City Code, to set the pool admission fees for the three (3) City aquatic facilities.

Mr. Scearce introduced Council Bill No. 2013-606. Motion by Mr. Scearce, Second by Mr. Shaw to Pass Council Bill 2013-600 on First Reading, Advance to Second Reading 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. 2013-606

AN ORDINANCE approving the Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and The American Red Cross, for the provision of lifeguard certification and training for Swim

Lessons and CPR and First Aid at all City of Joplin operated Aquatic Facilities; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2012. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Glaze Second by Mr. Seibert to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce.

There being no further business the meeting adjourned at 6:53p.m.

Respectfully submitted,

Barbara Hogelin

Barbara Hogelin, City Clerk, MMC/MPCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 4, 2013

Item: COUNCIL BILL NO. 2013-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 2/22/2013
City Attorney: Brian Head ~~BH~~ Date: 2/25/13
City Manager: R. Mark Rohr Date: 2/25/13
Board or Commission: Planning and Zoning Commission MDW Date: 2/11/2013

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

SUMMARY/REQUEST:
Case 007-13: All of the South half of 32nd Street Right-of-Way between Schifferdecker Avenue and Winfield Avenue, and all of Schifferdecker Avenue between the center of 32nd Street South approximately 700 feet – A request for voluntary annexation – Newton County, Missouri.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex portions of street right-of-way for 32nd Street and Schifferdecker Avenue. With this annexation, the Casey's General Store site at the southeast corner of 32nd and Schifferdecker will be contiguous with the City of Joplin and eligible for annexation.

Staff recommends approval of Case 007-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright explained that this request is for the voluntary annexation from Newton County for the south half of the 32nd Street right-of-way between Schifferdecker and Winfield Avenues. This annexation will allow the Casey's General Store at the southeast corner of 32nd and Schifferdecker to be annexed into the City of Joplin.

PUBLIC COMMENT:
None.

Z&P Meeting: February 11, 2013
City Council Meeting: March 4, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 007-13:

A request to voluntarily annex the south half of 32nd Street Right-of-Way between Schifferdecker Avenue and Winfield Avenue and All of the Right-of-Way of Schifferdecker Avenue from the 32nd Street intersection south approximately 700 feet.

LOCATION: 32nd Street and Schifferdecker Avenue

APPLICANT: Newton County, Missouri

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Right-of-Way	1,366' x 40' & 700' x 100' / 124,640 ft² / 2.86 acres

DISCUSSION

The applicant is requesting to voluntarily annex portions of street right-of-way for 32nd Street and Schifferdecker Avenue. With this annexation, the Casey's General Store site at the southeast corner of 32nd and Schifferdecker will be contiguous with the City of Joplin and eligible for annexation.

Staff recommends approval of Case 007-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Marilyn Bluestman

1-22-13

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 22nd day of January 2013, before me appeared MARILYN BLUESTMAN, to me known to be the PRESIDING COMMISSIONER of NEWTON COUNTY, MO, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: _____.

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

SHARON M. SHAFER
My Commission Expires
July 23, 2016
Newton County
Commission #12371001

Sharon M. Shafer

Notary Public


SUNSET EAST DR
SUNSET SOUTH DR
SCHIFFBRIDECKER AVE
BRIARWOOD DR
Joplin City Limits
WINFIELD AVE
W 32ND ST
Proposed Right of Way Annexation
Joplin City Limits
Joplin City Limits
S SCHIFFBRIDECKER AVE
N

Page 607-13

Case 007-13: All of the South half of 32nd Street Right-of-Way between Schifferdecker Avenue and Winfield Avenue, and all of Schifferdecker Avenue between the center of 32nd Street South approximately 700 feet – A request for voluntary annexation – Newton County, Missouri.

Mr. Harrington opened the public hearing for Case 007-13.

Mr. Wright explained that this request is for the voluntary annexation from Newton County for the south half of the 32nd Street right-of-way between Schifferdecker and Winfield Avenues. This annexation will allow the Casey's General Store at the southeast corner of 32nd and Schifferdecker to be annexed into the City of Joplin.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 007-13.

MR. LANDRITH MOVED, SECONDED BY MR. BROWN, THAT CASE 007-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 007-13
Newton County, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-257 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of all of the South half of 32nd Street Right-of-Way between Schifferdecker Avenue and Winfield Avenue, and all of Schifferdecker Avenue Right-of-Way between the center of 32nd Street South approximately 700 feet, in Newton County, Missouri.

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

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

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

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

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

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

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

All that part of the 32nd Street Right-of-Way lying in the West One-Half (W ½) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the Schifferdecker Avenue Right-of-Way lying in the North One-Half (N ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri,

AND All that part of the Schifferdecker Avenue Right-of-Way lying in the North One-Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of May, 2013.

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 4, 2013

Item: COUNCIL BILL NO. 2013-258
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DXH Date: 2/22/2013
City Attorney: Brian Head Date: 2/25/13
City Manager: R. Mark Rohr Date: 2/25/13
Board or Commission: Planning and Zoning Commission MDW Date: 2/11/2013

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

SUMMARY/REQUEST:
Case 008-13: Southeast Corner of 32nd Street and Schifferdecker Avenue – A request for voluntary annexation – Casey's Marketing Company.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex into the City of Joplin. The existing Casey's General Store/Gas Station is already served by city sewer and was developed to meet all codes and regulations in the City of Joplin.

Staff recommends approval of Case 008-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright explained that this request is for the voluntary annexation from Casey's Marketing Company for the southeast corner of 32nd Street and Schifferdecker Avenue. This property was developed last spring with a Casey's General Store and gas station. The site was developed to meet all City codes and regulations because City sewer was provided; therefore, giving the City authority to annex the property when feasible. With the annexation of the 32nd Street right-of-way, this property is now contiguous with the City limits and eligible for annexation.

Mr. Eastman asked about the zoning. Mr. Bolander replied that under the current code, all annexations actually come in as R-1 (Single-Family Residential). This would be a grandfathered use, with the property being rezoned to a more appropriate classification in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: February 11, 2013
City Council Meeting: March 4, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 008-13:

A request to voluntarily annex 1.27 acres at the southeast corner of 32nd Street and Schifferdecker Avenue.

LOCATION: Southeast corner of 32nd Street and Schifferdecker Avenue

APPLICANT: Casey's Marketing Company

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Gas Station/Convenience Store	55,508 ft² / 1.27 acres

DISCUSSION

The applicant is requesting to voluntarily annex into the City of Joplin. The existing Casey's General Store/Gas Station is already served by city sewer and was developed to meet all codes and regulations in the City of Joplin.

Staff recommends approval of Case 008-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Nancy Jarvis

STATE OF ~~MISSOURI~~ IOWA)
) ss:
COUNTY OF ~~NEWTON~~ POLK)

On this 2 day of January 2013, before me appeared Nancy Jarvis, to me known to be the agent of Casey's Marketing Comp, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 3/20/13.

Tamy L Coomes

Notary Public

STACIE L. COOMES
Commission Number 164402
My Commission Expires
March 20, 2013

Case 08-13

Case 008-13: Southeast Corner of 32nd Street and Schifferdecker Avenue – A request for voluntary annexation – Casey's Marketing Company.

Mr. Harrington opened the public hearing for Case 008-13.

Mr. Wright explained that this request is for the voluntary annexation from Casey's Marketing Company for the southeast corner of 32nd Street and Schifferdecker Avenue. This property was developed last spring with a Casey's General Store and gas station. The site was developed to meet all City codes and regulations because City sewer was provided; therefore, giving the City authority to annex the property when feasible. With the annexation of the 32nd Street right-of-way, this property is now contiguous with the City limits and eligible for annexation.

Mr. Eastman asked about the zoning. Mr. Bolander replied that under the current code, all annexations actually come in as R-1 (Single-Family Residential). This would be a grandfathered use, with the property being rezoned to a more appropriate classification in the future.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 008-13.

MR. DUNCAN MOVED, SECONDED BY MR. LANDRITH, THAT CASE 008-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 008-13
Casey's Marketing Company
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-258 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the Southeast corner of 32nd Street and Schifferdecker Avenue, in Newton County, Missouri.

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

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

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

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

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

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

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

A fractional part of Lot 8 of Pile and Perry's Subdivision, Newton County, Missouri more particularly described as follows: Commencing at the Southeast Corner of Lot 8 of said Pile and Perry's Subdivision; thence North 1 degree 52 minutes 50 seconds East, 375.85 feet along the East line of said Lot 8 to the true point of beginning of the hereinafter described tract: Thence continuing North 1 degree 52 minutes 50 seconds East, 224.00 feet along said East line to the southerly right of way of 32nd Street; thence North 89 degrees 41 minutes West, 165.77 feet, and, South 52 degrees 16 minutes 40 seconds West, 129.75 feet, all along said southerly right of way to its intersection with the East right of way of Schifferdecker Avenue; thence South 1 degree 52 minutes 10 seconds

West, 143.97 feet along said East right of way; thence South 89 degrees 40 minutes 20 seconds East, 265.80 feet to the true point of beginning.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of May, 2013.

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 4, 2013

Item: COUNCIL BILL NO. 2013-259
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DZH Date: 2/22/2013
City Attorney: Brian Head Date: 2/25/13
City Manager: R. Mark Rohr Date: 2/15/13
Board or Commission: Planning and Zoning Commission MDN Date: 2/11/2013

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

SUMMARY/REQUEST:
Case 009-13: Northeast Corner of 20th Street and Rex Avenue – A request to rezone from District M-2 (Heavy Industrial) to District R-4 (Townhouse) for future multi-family apartment and townhouse development – Joplin Plaza II, LP (Red-Wood Development).

STAFF SUMMARY:
The proposed rezoning is for the development of apartments and townhomes on the site of the former Pepsi manufacturing facility at the northeast corner of 20th Street and Rex Avenue. Red-Wood Development plans on adding one additional apartment building (24 units) that will be an extension of the existing Joplin Plaza apartment complex. The remainder of the property will be developed as an upscale townhouse development that will include attached garages and other features that are intended to attract retirees and young professionals. The new development will be a gated community and include approximately 72 units in 9 buildings, as well as a community building complete with pool and cabana. The developers and architects plan on using building materials, such as brick and stone, to complement the existing Joplin Plaza apartments. The "Big House" style for multi-family was a most preferred option for future multi-family developments in the 2012 Comprehensive Plan update. The applicant has requested R-4 zoning to be able to potentially sell off units individually in the future.

Staff recommends approval of Case 009-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rick Schroeder stated that he is the president of Red-Wood Development and also the general partner of Plaza Apartments. He requested a zoning change from industrial to District R-4 that would allow for another phase of the Plaza Apartments. This phase will consist of

townhouse-type units with a garage and attached apartment unit. He thought this would be the nicest luxury apartment complex in Joplin.

Mr. Schroeder stated that this proposed use falls in line with the present Plaza Apartments that exist to the north and to the east. To the west is Wal-Mart, and to the south is Snyder Construction Company's vacant ground which is zoned industrial. He thought the proposed townhouses would complement the neighborhood and would be a very nice addition to the City of Joplin.

Mr. Duncan asked about potential access from 15th Street, or if access will just be provided from Rex Avenue and 20th Street. Mr. Schroeder would prefer access from Rex Avenue versus 20th Street. He has found that it is easier to enter and exit the development on a side street versus a main artery. Mr. Bolander commented that the City staff would prefer that as well.

Mr. Eastman asked how many units are proposed, and Mr. Schroeder replied 70 to 80 units.

Mr. Eastman asked about additional furnished units. Mr. Schroeder replied yes, in that there is a very good demand for the furnished units.

PUBLIC COMMENT:
Mr. Nylen Lee Allphin appeared in opposition to the request and stated that he owns the property to the east of the property in this request His property contains two cell towers, with a previous tower and his office building being destroyed by the tornado. He knows that the apartments are well-maintained, and it is good development, but he felt that the area along 20th Street should remain industrial. He expressed concern about the value of his property and what he can put on his property.

Mr. Duncan asked Mr. Allphin about his plans for his property that the proposed townhouse development would affect. He discussed an office complex and is having discussions with another company about another cell tower since a tower existed there before. He wished to maintain the value of his property but is not trying to take away from Mr. Schroeder and others who have other things in mind.

Z&P Meeting: February 11, 2013
City Council Meeting: March 4, 2013

STAFF PLANNING REPORT
Rezoning

CASE 009-13:

A request to rezone from District M-2 (Heavy Industrial) to District R-4 (Townhouse District) for property located at the northeast corner of 20th Street and Rex Avenue for the development of apartments and townhomes.

APPLICANT: Joplin Plaza II, LP (Red-Wood Development)

LOCATION: Northeast corner of 20th Street and Rex Avenue

REQUESTED ZONING: R-4 (Townhouse District)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
M-2 (Heavy Industrial)	Vacant (Former Manufacturing)	425' x 815' / 346,400 ft² / 7.95 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	R-3, R-4, & M-2	M-2	M-1 & M-2
Land Use	Apartments	Apartments, Wireless Communications Tower, Undeveloped	Industrial	Undeveloped, Retail (Wal-Mart)

FUTURE LAND USE:

This site is recommended for high-density residential in the 2012 Future Land Use Map. Properties to the north and east have already been developed with high-density residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Arterial	60'
Rex Avenue	Collector	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for multi-family residential-townhouse development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of apartments and townhomes on the site of the former Pepsi manufacturing facility at the northeast corner of 20th Street and Rex Avenue. Red-Wood Development plans on adding one additional apartment building (24 units) that will be an extension of the existing Joplin Plaza apartment complex. The remainder of the property will be developed as an upscale townhouse development that will include attached garages and other features that are intended to attract retirees and young professionals. The new development will be a gated community and include approximately 72 units in 9 buildings, as well as a community building complete with pool and cabana. The developers and architects plan on using building materials, such as brick and stone, to complement the existing Joplin Plaza apartments. The "Big House" style for multi-family was a most preferred option for future multi-family developments in the 2012 Comprehensive Plan update. The applicant has requested R-4 zoning to be able to potentially sell off units individually in the future.

Staff recommends approval of Case 009-13.

ENCLOSURES:

Letter of intent from Red-Wood Development

"Villas at the Plaza" information sheets (3 pages)

RECEIVED
1-17-13

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 009-13
Filing Fee: $350.00
Date Advertised: 1/27/2013
Date Notices Sent:
Public Hearing Date: 2/11/2013

APPLICANT: Joplin Plaza II, LP (Red-Wood Development) PHONE: 417-624-4144
ADDRESS: 3609 E 20th Street, Joplin, MO ZIP: 64801
OWNER: Bottling Group, LLC PHONE: 914-767-7010
ADDRESS: 1 Pepsi Way, MD 6 South, Somers, NY ZIP: 10589
LOCATION OF PROPERTY: 3505 E 20th Street
LEGAL DESCRIPTION: See attached legal

Present Zoning M-2 Requested Zoning: R-4 Acreage: 7.89
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Multi-family	C-3
South	20th Street/Industrial	M-2
East	Multi-family/Vacant	R-3/R-4/M-2
West	Wal-Mart	M-1

CHARACTER OF THE NEIGHBORHOOD: A mixture of multi-family apartments, light industrial & commercial with more residential North of 20th Street.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Pepsi not rebuilding on site & buyer expanding existing multi-family development.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Access from both Rex Ave & 20th Street
2. Classification of Street(s):
   Arterial 20th Street Collector Rex Ave Local _____
3. Right-of-Way Width: 40' on Rex Ave
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 1/17/13

BY: Rick Schroeder

TITLE: General Partner- Joplin Plaza II, LP (Buyer)

Red-Wood development, inc.

Joplin Plaza II, LP is applying to rezone the property at 3505 E 20th Street in Joplin from M-2 to R-4. This property is in the process of transferring ownership from the Bottling Group, LLC to Joplin Plaza II, LP so that the land can be developed by Red-Wood Development, Inc.

The Plaza of Joplin has provided upscale apartment units to the residents of Joplin but we felt there was a housing need that was not being met by any current developments. We are planning a community of upscale townhomes with garages that would accommodate the needs of young professionals and retirees who want the feel of a home without the necessary upkeep. At this time, all units would be rentals but the homes would be planned in a way that selling them in the future would be an option.

This location is optimal for such a development as it is close to shopping, has excellent access to Rex Ave leading to 20th Street, and is a continuation of a larger development which has taken into consideration all utilities and emergency services. We believe this project will continue to rebuild Joplin in a positive way and provide an attractive alternative in housing to current residents and newcomers alike.

COMMERCIAL & RESIDENTIAL DEVELOPMENT
3609 EAST TWENTIETH STREET / JOPLIN, MISSOURI 64801 / (417) 624-4144 / FAX (417) 624-4140

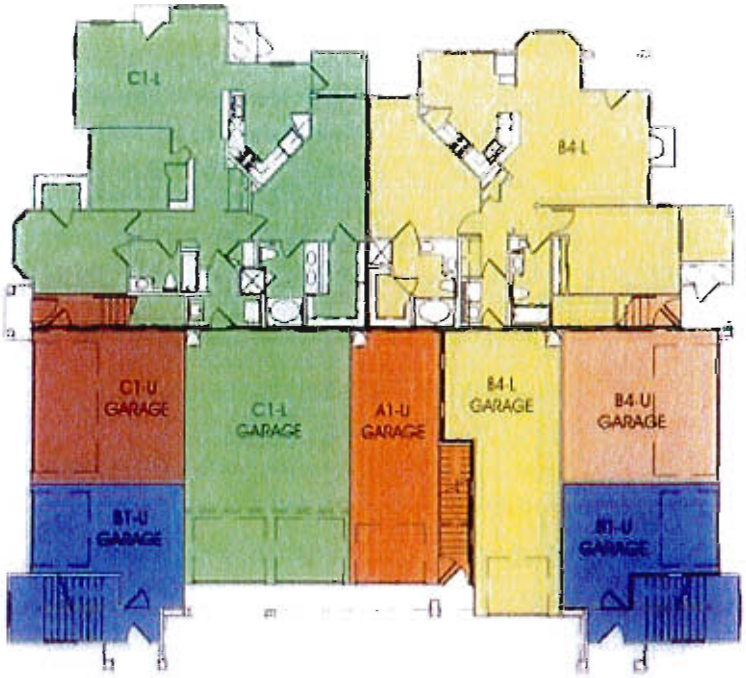
Villas at the Plaza



Sample of the "big house" concept from Humphries & Partners Architects of Dallas that will be used for Villas at the Plaza. This will be a gated development with access from Rex Ave that will provide approximately 72 units (8 units per building).

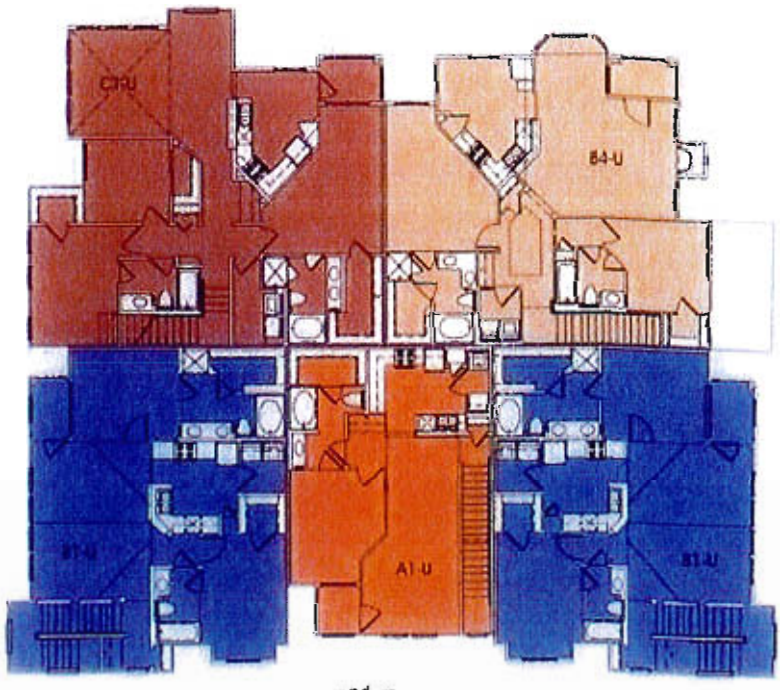


Although the design will be the "big house" shown above, the outside materials will be similar to those shown on the rebuild of Plaza Apartments in order to provide a cohesive development.



1st floor

Sample floor plan shows how each unit will have garage parking. Due to the design, however, each side will have the look of a big house with a limited number of garage doors showing. These units will be a combination of 1, 2 and 3 bedroom units.

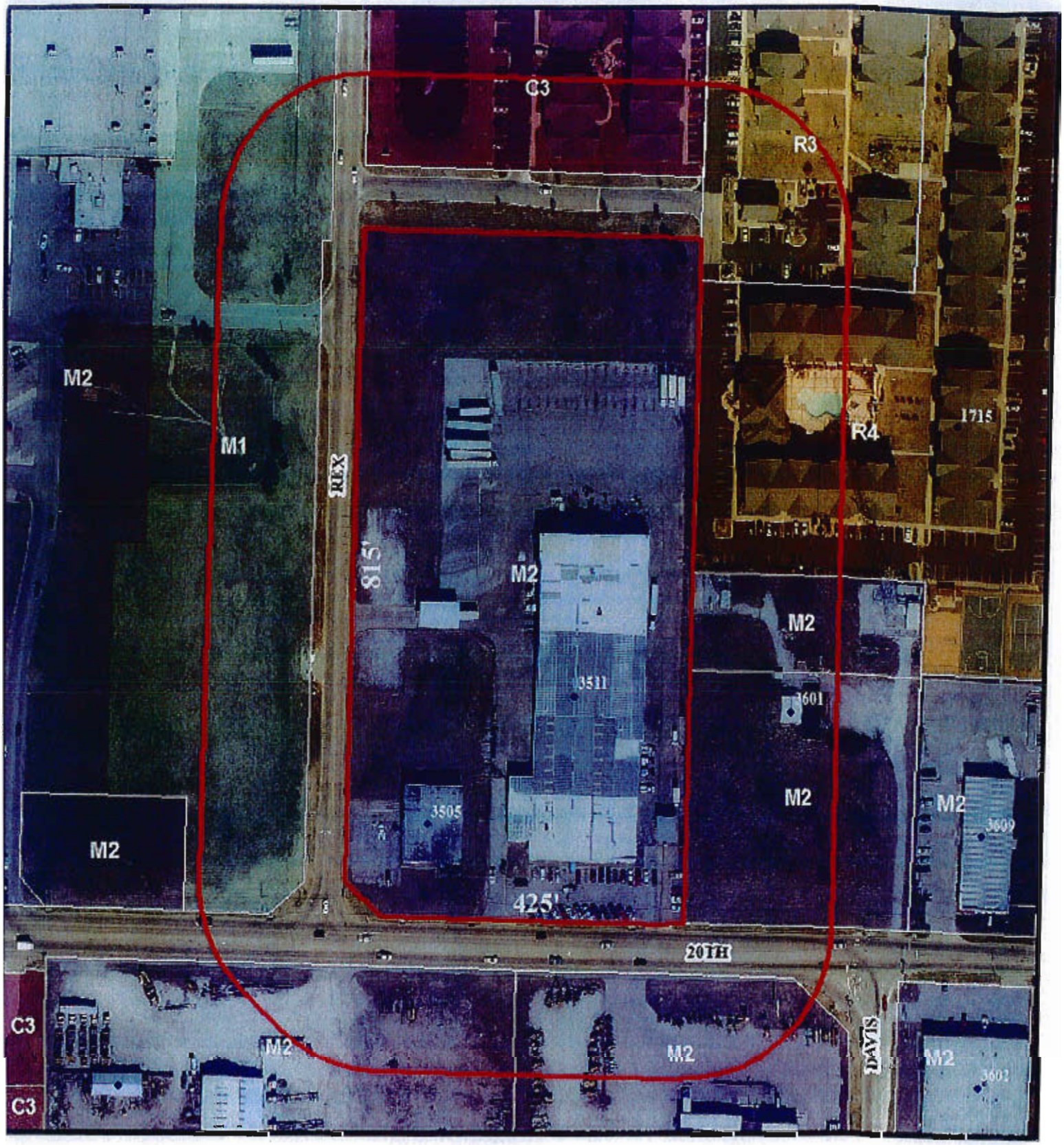


2nd floor



Inside finishes will be upscale and will include stainless appliances and granite countertops. There will be a community building with a pool, for the exclusive use of Villas at the Plaza tenants, which will feature a cabana similar to the picture shown.





Case 009-13: A request to rezone from District M-2 (Heavy Industrial) to District R-4 (Townhouse District) for property located at the Northeast corner of 20th Street and Rex Avenue. - Joplin Plaza II, LP (Redl-Wood Development)

N

Case 009-13: Northeast Corner of 20th Street and Rex Avenue – A request to rezone from District M-2 (Heavy Industrial) to District R-4 (Townhouse) for future multi-family apartment and townhouse development – Joplin Plaza II, LP (Red-Wood Development).

Mr. Harrington opened the public hearing for Case 009-13.

Mr. Rick Schroeder, 3609 East 20th Street, Joplin, stated that he is the president of Red-Wood Development and also the general partner of Plaza Apartments. He requested a zoning change from industrial to District R-4 that would allow for another phase of the Plaza Apartments. This phase will consist of townhouse-type units with a garage and attached apartment unit. He thought this would be the nicest luxury apartment complex in Joplin.

Mr. Schroeder stated that this proposed use falls in line with the present Plaza Apartments that exist to the north and to the east. To the west is Wal-Mart, and to the south is Snyder Construction Company's vacant ground which is zoned industrial. He thought the proposed townhouses would complement the neighborhood and would be a very nice addition to the City of Joplin.

Mr. Harrington asked for questions from the commissioners.

Mr. Duncan asked about potential access from 15th Street, or if access will just be provided from Rex Avenue and 20th Street. Mr. Schroeder would prefer access from Rex Avenue versus 20th Street. He has found that it is easier to enter and exit the development on a side street versus a main artery. Mr. Bolander commented that the City staff would prefer that as well.

Mr. Eastman asked how many units are proposed, and Mr. Schroeder replied 70 to 80 units.

Mr. Eastman asked about additional furnished units. Mr. Schroeder replied yes, in that there is a very good demand for the furnished units.

Mr. Harrington asked for comments from the audience.

Mr. Nylen Lee Allphin appeared in opposition to the request. He owns the property due east between Mr. Schroeder's office building and the property shown as M-2 on the City's map. He purchased three acres about two years ago for $300,000. Cell towers exist on the back part of the property, with a previous tower on the front part that was destroyed by the tornado. His building on the front side was also destroyed by the tornado.

Mr. Allphin stated that Red-Wood Development offered to purchase his property, but the price they offered was much lower than what he would receive if the property is zoned industrial. He bought his property with the purpose of building an office building for his company. He owns Employer Advantage and has 15 employees. They currently rent space in the Gryphon Building.

Mr. Allphin has always felt that 20th Street should be a commercial corridor. He knows that the apartments are well-maintained, and it is good development, but he felt that perhaps the area along 20th Street should remain industrial. He expressed concern about the value of his property and what he can put on his property.

Mr. Harrington asked Mr. Allphin for his address for the record. He replied 27644 Nylen Lane, Stark City, Missouri 64866.

Mr. Duncan asked Mr. Allphin about his plans for his property that the proposed townhouse development would affect. He discussed an office complex and stated that he is having discussions with another company about another cell tower since a tower existed there before. He wished to maintain the value of his property but is not trying to take away from Mr. Schroeder and others who have other things in mind.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 009-13.

MR. EASTMAN MOVED, SECONDED BY MR. DUNCAN, THAT CASE 009-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 009-13
Joplin Plaza II, LP (Red-Wood Development)
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-259 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District R-4 property as described below and located at the northeast corner of 20th Street and Rex Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District M-2 and including same in District R-4:

A tract of land beginning at a point 689.50 feet West and 30 feet North of the Southeast corner of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, thence North 250 feet, thence West 155 feet, more or less, to the East line of Rex Crossing Road, if extended, thence South 250 feet, thence East 155 feet, more or less, to the point of beginning, AND Beginning at a point 430.50 feet West and 30 feet North of the Southeast corner of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, thence North 500 feet, thence West 259 feet, thence South 500 feet, thence East 259 feet to the point of beginning, AND A tract of land beginning at a point 250 feet North of the Northeast corner of 20th Street and Rex Crossing, thence North 580 feet, thence East 414 feet, thence South 330 feet, thence West 259 feet, thence South 250 feet, thence West 155 feet more or less to the East line of Rex Crossing and the point of beginning, all in Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri.

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

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin

CB 2013-504

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 4, 2013

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT; ATTACHMENT: ELECTION RESULTS

Finance Director: Leslie Jones Date: 2-25-13
City Attorney: Brian Head Date: 2-25-13
City Manager: Mark Rohr Date: 2-25-13

INTRODUCTION:
This Council Bill approves an amendment to the Policemen's and Firemen's Pension Plan to comply with the Internal Revenue Code.

DISCUSSION:
In September of 2012, the Pension Board amended the plan following the IRS determination letter in order for the plan to be compliant and maintain a qualified tax status.

Following this determination letter, the Plan will be required to make amendments from time to time to remain in compliance with changing IRS codes. The pension attorney recently notified the board that an amendment needed to be adopted to comply with the Heroes Assistance and Relief Tax Act of 2008. This amendment simply states that if a covered employee dies while performing qualified military service, the Plan will treat the covered employee as having died during covered employment.

Any change to the Policemen's and Firemen's Pension Plan must be approved by the membership through an election and ratified by the City Council in an ordinance. An official election of the pension membership was held from January 21, 2013 through February 15, 2013. The membership voted 137 in favor and 7 against for the proposed plan amendment.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on a first reading.

COUNCIL BILL NO. 2013-504 **ORDINANCE NO.**

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012, to comply with the Heroes Assistance and Relief Tax Act of 2008; and setting an effective date.

WHEREAS, the Policemen's and Firemen's Pension Plan was last amended on September 24, 2012 by Ordinance Number 2012-159 as required by the Internal Revenue Service for issuance of a determination letter regarding the tax qualified status of the Plan; and,

WHEREAS, the Board of Trustees of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri submitted to the qualified Plan Participants, the question as to whether certain amendments should be made to the Plan; and,

WHEREAS, of the 198 active and 116 retired Pension Policemen and Firemen, 137 voted in favor of the Plan amendment and 7 voted against the proposed Plan amendment.

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

Section 1. That Section 2.4 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri be and same is hereby amended by adding the following to subsection (B):

> 'Effective January 1, 2007, if a Covered Employee dies while performing qualified military service, as defined in Section 414(u) of the Code, the Plan shall treat such Covered Employee as having died during covered employment, in accordance with the provisions of Section 401(a)(37) of the Code.'

Section 2. That the effective date for the above amendment shall be May 1, 2013.

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

STATEMENT OF ELECTION JUDGES

We, the undersigned Judges of the Election, do hereby certify that the following figures are the true and correct result of the Amended Plan Vote to the Policemen and Firemen's Pension Plan as determined by the participants' election held January 21, 2013 through February 15, 2013 in the Office of the City Clerk:

137 **Yes** 7 **No**

SIGNATURES OF JUDGES

Mei Stewart

Lindsay Johnson

Subscribed and sworn to before me this 19th Day of February, 2013

Barbara L Hogelin

Barbara Hogelin, MMC, MPCC, City Clerk

FEB 2 5 2013

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: March 4, 2013
ITEM: Council Bill 2013-602 amending the Classification and Pay Plan adopted by Ordinance No. 2012-173, and authorizing the updating of certain job descriptions presently in use by the City.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2013-602, Summary Sheet, Descriptions for updated classifications.

DEPARTMENT HEAD:	Varying	**DATE:**
CITY MANAGER:	R. Mark Rohr	**DATE:** 2/22/13
CITY ATTORNEY:	Brian Head	**DATE:** 2-25-13
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 2-25-13
HUMAN RESOURCES DIRECTOR:	Reba L. Snavely	**DATE:** 2-22-13

SUMMARY:
This Council Bill approves updating classifications for the Departments within the City of Joplin Classification and Pay System.

DISCUSSION:
The Classification and Pay Plan includes provisions whereby the Plan periodically can have classification titles and/or job descriptions revised. The Classification and Pay Plan was reviewed in June 2007 with the Envisioning Process to bring it in line with the Blueprint for the Future and has been changed to a new pay system on November 1, 2012 as requested by the Council.

These job descriptions represent updates in terminology, and may include changes in technology, essential functions and adding the background check requirement to the qualifications. Many of these job descriptions have not been updated since 1993.

The Personnel Board and the City Manager have reviewed and approved the updates to these position descriptions. There are no changes in pay for any of them.

RECOMMENDATION:
Staff recommends approval of this Council Bill.

COUNCIL BILL NO. 2013-602 **ORDINANCE NO. 2013-___**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

WHEREAS, the City Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000, revised November 1, 2006, and occasionally added to since that time;

WHEREAS, that the Classification and Pay Plan included provisions whereby the Plan was reviewed beginning in June 2007 with the Envisioning Process to determine second tier management staffing levels in specific departments and to be in line with the Blueprint for the Future I and II; and,

WHEREAS, these job descriptions are updates only and serve to revise many position descriptions that were written in 1993; and,

WHEREAS, the City Council of the City of Joplin, Missouri, upon recommendation of the City Staff, approved and implemented a new Classification and Salary Administration Plan on August 20, 2012 to be affected November 1, 2012;

WHEREAS, the Personnel Board and the City Manager have reviewed and approved these updated job descriptions.

WHEREAS, the City Manager has reviewed the Classification and Pay Plan amendments and is recommending these to the Council as stated above;

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on August 20, 2012 by Ordinance No. 2012-173, and allows for functional and organization changes.

Section 2. That the classifications as attached hereto and indicated on the "Summary Sheet" are hereby established.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

CITY OF JOPLIN
Council Meeting
March 4, 2013
Council Bill 2013-602
Updates to Job Descriptions

Summary Sheet A

Job Title Changes and Updates
Department

Public Works
- Wastewater Plants Superintendent
- Chief Wastewater Plant Operator I
- Chief Wastewater Plant Technician
- Wastewater Pre-Treatment Inspector
- Chief Wastewater Plant Operator II
- Wastewater Plant Operator
- Wastewater Plant Technician
- Wastewater Laboratory Technician
- Wastewater Laboratory Supervisor
- Wastewater Laboratory Assistant

Parks Department
- Director of Parks and Recreation
- Golf Course Maintenance Supervisor
- Athletic Field Maintenance Supervisor
- Golf Clubhouse Operator

Fire Department
- Fire Apparatus Fleet Technician
- Emergency Management Coordinator

Approved PB 7/22/09

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 681

WASTEWATER PLANTS SUPERINTENDENT

Definition: Under limited supervision, plans, coordinates, and directs the operation and maintenance of the City of Joplin's wastewater treatment facilities.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Oversees the maintenance and repair of the City's wastewater treatment plant facilities and equipment, including wastewater lift station equipment and wastewater treatment facilities and equipment; directs general building maintenance and repair work necessary for efficient effective treatment plant operation; supervises contracted maintenance/repair work; directs the recording of test results and flow volumes for various state and Federal reports.

Determines permit fee rates for issuance of industrial/manufacturing discharge permits by analyzing Division Operating and Maintenance costs; plans major construction projects, including projecting operating costs and projecting personnel, materials, and equipment needed to ensure adequate facilities exist for the effective treatment of wastewater in the future; prepares periodic reports of wastewater treatment activities for State and Federal environmental protection agencies.

Plans, establishes priorities, assigns, and inspects the work of staff and ensures safe and efficient operation of the City's wastewater treatment plants and compliance with State and Federal regulations; monitors and evaluates job performance; provides on-the-job training; conducts organizational planning, including estimating staff, equipment, and material requirements; maintains inventory of materials and supplies needed. Prepares and monitors budgets; reviews purchase orders and oversees contracts and contractors.

Completes complex technical data and reports for submission to the State of Missouri and the federal government to ensure that both plants are in and stay in compliance.

Knowledge, Skills, and Abilities:
Knowledge of general management principles and practices, including program/project planning and evaluation, budgeting, and employee training and supervision.
Knowledge of the general principles and practices of wastewater treatment.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of the procedures and techniques for maintaining and repairing a variety of pumps and control devices used in wastewater treatment operations/facilities.

Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
Knowledge of general building and grounds maintenance and repair practices.
Skill in reviewing and evaluating the work of subordinate staff to ensure that established wastewater treatment standards are met.
Skill in identifying employee training needs and developing/coordinating programs and activities to improve performance.
Skill in maintaining records and preparing reports.
Skill in operating, maintaining, and repairing wastewater treatment plant equipment.

Physical Requirements:
Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; requires color and depth perception; low levels of twisting and bending; must have degree of manual dexterity sufficient to operate equipment common to the job such as computers, calculators, typewriters, copiers, FAX machines, and telephones.

Qualifications: An undergraduate degree in Civil Engineering, Sanitary Engineering, or closely related area and five years full time wastewater treatment plant operation experience, at least two years of which must have been as a supervisor or manager of a waste water plant. Must possess a Missouri Class A Wastewater License. Must successfully complete a thorough background check. Must possess a valid Missouri driver's license.

Approved PB 7/22/09

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 682

CHIEF WASTEWATER PLANT OPERATOR I

Definition: Under limited supervision, oversees the day-to-day operation of a 5-10 MGD wastewater treatment plant to ensure compliance with State and Federal regulations and standards. Reports to the Waste Water Plant Superintendent.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned.

Tasks:
Plans, establishes priorities, schedules, assigns, and inspects the work of staff of 5-10 full- and part-time regular employees to ensure safe and efficient operation of wastewater treatment plant and to ensure compliance with State and Federal regulations; monitors and evaluates job performance; provides on-the-job training; approves leave requests and reviews payroll documents; assists in preparing and monitoring budget, including reviewing purchase orders, monitoring inventory of supplies and materials, and estimating staff and equipment requirements for effective facility operation; fills in on absences of scheduled operators.

Coordinates with the Chief Wastewater Plant Technician for scheduled and emergency maintenance and repair of assigned wastewater treatment plant facilities and equipment, including lubricating and performing preventive maintenance on pumps and control devices, cleaning of bar screens, filter arms, settling tanks and drying beds, and general building maintenance and repair work, and grounds keeping tasks; operates sludge truck as necessary.

Monitors plant system gauges and meters to ensure efficient plant operation; maintains wastewater treatment facilities and equipment, including lubricating, performing preventive maintenance, and making minor repairs on a variety of pumps and control devices, performing general building maintenance and repair work, and cleaning treatment plant operating areas; maintains records and prepares reports required by City, State, and Federal environmental protection agencies; reviews daily operating logs and lab reports to determine proper operation; conducts laboratory tests when needed.

Knowledge, Skills, and Abilities:
Knowledge of the principles and practices of wastewater treatment.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of the principles and practices of employee supervision and training.
Knowledge of general building/grounds maintenance and repair practices.
Knowledge of the procedures for safely handling chlorine and other chemicals.
Skill in establishing and maintaining effective working relationships with other staff.
Skill in planning, coordinating, assigning, and reviewing the work of subordinate staff.

CHIEF WASTEWATER PLANT OPERATOR (CONT'D.)

Skill in understanding and interpreting complex laws, regulations, and guidelines.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in operating, maintaining, and repairing wastewater treatment plant equipment.
Skill in writing reports and technical submittals to officials.
Ability to maintain confidentiality.
Ability to operate plant within established criteria and limits.
Ability to assign and provide leadership for employees on all shifts.

Physical Requirements:
Requires high levels of standing, walking, twisting, squatting, carrying, and bending; some medium to heavy lifting; requires manual dexterity sufficient to allow proper assembly, maintenance, and operation of specialized essential job related tools and equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must possess depth perception and to distinguish varying colors. Mobility to move about the work areas and the plant buildings in all types of weather conditions and temperatures.

Qualifications: Graduation from high school or G.E.D. supplemented by related coursework in wastewater treatment or biological sciences AND more than three (3) years full time wastewater treatment plant operation experience. Must possess a Missouri Wastewater License at time of hire and obtain a Missouri Class A Wastewater License within three (3) years of time of hire. Must successfully complete a thorough background check. Must possess a valid Missouri Class B Commercial driver's license.

Approved 2/19/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 683

CHIEF WASTEWATER PLANT TECHNICIAN

Definition: Under general supervision, supervises and performs a variety of skilled work to repair and maintain wastewater lift stations and maintain and repair wastewater treatment equipment and facilities. Reports to the Chief Wastewater Plant Operator II.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Plans, coordinates, assigns, and reviews the work of subordinate staff responsible for maintaining and repairing lift station and wastewater treatment plant equipment and facilities; schedules routine preventive maintenance work; maintains records and prepares reports of all maintenance/repair activities; maintains inventory of and orders parts, supplies, and materials needed to repair and maintain a variety of pumps and control devices used in wastewater treatment operations/facilities.

Maintains wastewater lift station equipment, including lubricating and performing preventive maintenance on a variety of pumps and control devices; maintains wastewater treatment facilities and equipment, including lubricating and performing preventive maintenance on a variety of pumps and control devices, performing general building maintenance and repair work as necessary for efficient effective treatment plant operation; supervises contracted maintenance/repair work.

Checks reported equipment malfunctions at lift stations and wastewater treatment plant facilities; determines nature of problem, parts, materials, and tools/equipment needed to make necessary repairs; works with other staff to complete necessary repairs; upgrades/retrofits a variety of electrical control devices and related equipment; may operate wastewater treatment plant as a backup operator.

Knowledge, Skills, and Abilities:
Knowledge of the procedures and techniques for maintaining and repairing a variety of pumps and control devices used in wastewater treatment operations/facilities.
Knowledge of the general principles and practices of wastewater treatment.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of the principles and practices of employee supervision and training.
Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
Knowledge of general building/grounds maintenance and repair practices.

CHIEF WASTEWATER PLANT TECHNICIAN (Cont'd.)

Skill in establishing and maintaining effective working relationships with other staff.
Skill in planning, coordinating, assigning, and reviewing the work of subordinate staff.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in operating, maintaining, and repairing wastewater treatment plant equipment.

Physical Requirements:
Requires high levels of standing, walking, twisting, squatting, carrying, and bending; some medium to heavy lifting; requires manual dexterity sufficient to allow proper assembly, maintenance, and operation of specialized essential job related tools and equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must possess depth perception. Works inside and outside in varying temperatures and conditions.

Qualifications: Graduation from high school or G.E.D. equivalent and three years full time wastewater treatment equipment maintenance and repair work experience. Must possess a Missouri Class D Wastewater License of date of hire. Must possess a valid drivers license. Must successfully complete a thorough background check.

PB Approved 4/15/09

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 687

WASTEWATER PRE-TREATMENT INSPECTOR

Definition: Under general supervision, monitors the discharge of industrial/manufacturing wastes into the Joplin sewer system. Reports to the Waste Water Plant Superintendent.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Inspects industrial/ manufacturing operations and facilities to identify and monitor the hazardous content of waste discharged into the City sewers, determine compliance with City, State, and Federal environmental protection codes, laws, regulations, and guidelines, and obtain samples at selected points of pre-treatment discharge; prepares and issues discharge permits, maintaining required files and records; prepares periodic reports of industrial/manufacturing waste discharge volume.

Manages the City's sludge disposal program, including recruiting farmland for sludge application and determining application rate for compliance with State and Federal environmental protection regulations and guidelines; investigates illegal discharge activities and accidental spills to determine nature and severity of problem and identify/implement measures necessary for clean-up or compliance enforcement.

Researches and prepares reports regarding wastewater treatment as it relates to hazardous material discharge or disposal; reads and interprets new or revised regulations regarding treatment, discharge, or disposal of industrial/manufacturing wastes; maintains records of all operations/facilities storing industrial/manufacturing waste or discharging industrial/manufacturing waste into the City's sewer system; issues violation notices as necessary.

Knowledge, Skills, and Abilities
Knowledge of the general principles and practices of wastewater treatment, including the treatment of industrial/manufacturing wastes.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of State and Federal regulations, standards, and guidelines regarding storage, treatment, discharge, and disposal of hazardous industrial/manufacturing wastes.
Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
Skill in establishing and maintaining effective working relationships with officials of local industrial and manufacturing operations, State and Federal environmental protection agency staff, and other City staff.

WASTEWATER PRE-TREATMENT INSPECTOR (Cont'd.)

Skill in understanding and interpreting complex laws, regulations, procedures, and guidelines.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in maintaining records and preparing reports.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: An undergraduate degree in Chemistry, Environmental Science, Environmental Health, or closely related area and eight years full time waste water treatment plant operation experience. Must possess a Missouri Class A Wastewater Treatment at the time of hire. Must successfully complete a thorough background check. Must possess a valid driver's license.

Approved PB 7/29/09

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 689

CHIEF WASTEWATER PLANT OPERATOR II

Definition: Under limited supervision, oversees the day-to-day operation of a wastewater treatment plant of over 15 MGD capacities to ensure compliance with State and Federal regulations and standards.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Plans, establishes priorities, schedules, assigns, and inspects the work of staff of twelve or more full- and part-time employees to ensure safe and efficient operation of wastewater treatment plant and to ensure compliance with State and Federal regulations; monitors and evaluates job performance; provides on-the-job training; approves leave requests and reviews payroll documents; assists in preparing and monitoring budget, including reviewing purchase orders, monitoring inventory of supplies and materials, and estimating staff and equipment requirements for efficient effective facility operation; fills in when scheduled operators are absent.

Coordinates with the Chief Wastewater Plant Mechanic scheduled and emergency maintenance and repair of assigned wastewater treatment plant facilities and equipment, including lubricating and performing preventive maintenance on pumps and control devices, cleaning of bar screens, filter arms, settling tanks and drying beds, and general building maintenance and repair work, and grounds keeping tasks. Operates the sludge truck as necessary.

Monitors plant system gauges and meters to ensure efficient plant operation; maintains wastewater treatment facilities and equipment, including lubricating, performing preventive maintenance, and making minor repairs on a variety of pumps and control devices, performing general building maintenance and repair work, and cleaning treatment plant operating areas; maintains records and prepares reports required by City, State, and Federal environmental protection agencies; reviews operating logs to assure effectiveness of treatment; adjusts chemical feeds as required.

Knowledge, Skills, and Abilities:
Knowledge of the principles and practices of wastewater treatment.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of the principles and practices of employee supervision and training.
Knowledge of the State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
Knowledge of general building/grounds maintenance and repair practices.

CHIEF WASTEWATER PLANT OPERATOR II (Cont'd.)

Skill in establishing and maintaining effective working relationships with other staff.
Skill in planning, coordinating, assigning, and reviewing the work of subordinate staff.
Skill in understanding and interpreting complex laws, regulations, and guidelines.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in operating, maintaining, and repairing wastewater treatment plant equipment.
Skill in preparing and reporting operational data and plant needs.
Ability to maintain confidentiality.
Ability to operate plant within established criteria and limits.
Ability to assign and provide leadership and training for employees on all shifts.

Physical Requirements:
Requires high levels of standing, walking, twisting, squatting, carrying, and bending; some medium to heavy lifting; requires manual dexterity sufficient to allow proper assembly, maintenance, and operation of specialized essential job related tools and equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must possess depth perception and to distinguish varying colors. Mobility to move about the work areas and the plant buildings in all types of weather conditions and temperatures.

Qualifications: Graduation from high school or G.E.D. equivalent supplemented with at least two years of course work or training in wastewater treatment and biological sciences AND over five years full time wastewater treatment plant operation experience; crew leader or supervisory experience required. Must possess a Missouri Class A Wastewater License at the time of hire. Must successfully complete a thorough background check. Must possess a valid Missouri Class B Commercial operator's license.

Approved PB
7/22/09

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 691

WASTEWATER PLANT OPERATOR

Definition: Under general supervision, performs a variety of skilled and semi-skilled work associated with the operation, repair and maintenance of wastewater treatment equipment and facilities. Reports to the Chief Waste Water Plant Operator I and II.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned.

Tasks:
Monitors plant system gauges and meters to ensure efficient plant operation; maintains wastewater treatment facilities and equipment, including lubricating, performing preventive maintenance, and making minor repairs on a variety of pumps and control devices, performing general building maintenance and repair work, including painting, and overseeing and/or performing general grounds keeping tasks; cleans treatment plant operating areas, including bar screens, filter arms, digesters, and drying beds.

Collects samples of raw and treated sewage and conducts tests to monitor amounts of solids and pH of effluent at various stages of treatment, including final discharge; logs results of all tests, readings, and flow volumes to facilitate preparing various State and Federal wastewater treatment oriented reports; operates a variety of equipment associated with wastewater treatment plant operation, maintenance, and repairs.

Knowledge, Skills, and Abilities:
Knowledge of the general principles and practices of wastewater treatment.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of standard laboratory tests conducted to monitor amounts of solids and pH of raw sewage and treated effluent.
Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
Knowledge of general building/grounds maintenance and repair practices.
Skill in establishing and maintaining effective working relationships with other staff.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in operating, maintaining, and repairing wastewater treatment plant equipment.
Skill in conducting basic laboratory tests related to wastewater treatment plant operations.

Physical Requirements:
Requires high levels of standing, walking, twisting, and bending; some medium to heavy lifting; requires manual dexterity sufficient to operate a variety of essential job related equipment; must

WASTEWATER PLANT OPERATOR (Cont'd.)

be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must possess depth perception and tell the variances in colors; medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting required. Mobility to move between buildings in varying weather conditions and temperatures and around the work area to complete the essential functions.

Qualifications: Graduation from high school or G.E.D. equivalent. Must possess a Missouri Class D Wastewater License at time of hire. Wastewater treatment plant operation experience preferred. Must successfully complete a thorough background check. Must possess a valid driver's license.

Approved 7/22/09 by PB

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 694

WASTEWATER PLANT TECHNICIAN

Definition: Under general supervision, performs a variety of skilled work to repair and maintain wastewater lift stations and maintain and repair wastewater treatment equipment and facilities.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Maintains wastewater lift station equipment, including lubricating and performing preventive maintenance on a variety of pumps and control devices; maintains wastewater treatment facilities and equipment, including lubricating and performing preventive maintenance on a variety of pumps and control devices, performing general building maintenance and repair work, including painting, and performing general grounds keeping tasks.

Checks reported equipment malfunctions at lift stations and wastewater treatment plant facilities; determines nature of problem, parts, materials, and tools/equipment needed to make necessary repairs; works with other staff to complete necessary repairs; upgrades/retrofits a variety of electrical control devices and related equipment; may operate wastewater treatment plant as a backup operator.

Knowledge, Skills, and Abilities:
Knowledge of the procedures and techniques for maintaining and repairing a variety of pumps and control devices used in wastewater treatment operations/facilities.
Knowledge of the general principles and practices of wastewater treatment.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of standard laboratory tests conducted to monitor amounts of solids and pH of raw sewage and treated effluent.
Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
Knowledge of general building/grounds maintenance and repair practices.
Skill in establishing and maintaining effective working relationships with other staff.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in operating, maintaining, and repairing wastewater treatment plant equipment.
Skill in conducting basic laboratory tests related to wastewater treatment plant operations.

WASTEWATER PLANT TECHNICIAN (Cont'd.)

Physical Requirements:
Requires high levels of standing, walking, twisting, squatting, carrying, and bending; some medium to heavy lifting; requires manual dexterity sufficient to allow proper assembly, maintenance, and operation of specialized essential job related tools and equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must possess depth perception.

Qualifications: Graduation from high school or G.E.D. equivalent. Wastewater treatment equipment maintenance and repair experience work preferred. Must possess a Missouri Class D Wastewater License at time of hire. Must successfully complete a thorough background check. Must possess a valid driver's license.

Apprvd. 9/19/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 698

WASTEWATER LABORATORY TECHNICIAN

Definition: Under general supervision, performs a variety of laboratory tests on raw and treated wastewater and other substances and assists with industrial pretreatment. Reports to the Wastewater Laboratory Supervisor.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Conducts a variety of tests on wastewater in various stages of treatment to ensure that environmental standards are met; operates, cleans, calibrates, and maintains laboratory equipment and instruments; performs mathematical calculations from raw laboratory data; logs results and maintains accurate records of all tests to facilitate preparation of various state and federal wastewater treatment reports. Assists with industrial inspections, data entry, and other duties as needed.

Prepares reagents, standards, and test solutions as needed; cleans and dusts laboratory equipment, countertops, etc; answers telephone; resolves day-to-day questions/problems from treatment plant operators regarding appropriate materials, methods, and procedures to be used in collecting treatment plant samples; collects samples and performs on-site analysis as necessary; sets, cleans and maintains automatic sampling equipment; performs related duties as assigned.

Knowledge, Skills, and Abilities:
Knowledge of chemistry and/or biochemistry
Knowledge of laboratory equipment and instruments, and of their safe and effective use
Knowledge of hazards and safety precautions relating to using chemicals, and to performing tests on potentially hazardous substances
Skill in operating and maintaining standard laboratory equipment, automatic samplers and instruments
Skill in record keeping and preparation of a variety of reports
Skill in understanding and using chemical and mathematical equations and calculations
Skill in following complex oral and written instructions, procedures, and guidelines
Skill in effectively communicating both orally and in writing
Skill in establishing and maintaining effective working relationships with other staff and the public
Ability to organize test results, reports and information.

Physical Requirements:
Requires long periods of standing and sitting; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; lifting of 50 lbs; requires color and depth perception; low levels of twisting and bending; must have degree of manual dexterity sufficient to operate laboratory apparatus, and office equipment such as calculators,

WASTEWATER LABORATORY TECHNICIAN (Cont'd.)

computers, copiers, FAX machines, and telephones. Requires collecting samples in varying weather conditions.

Qualifications: Undergraduate degree in Chemistry, Biology or related field with 12 or more college hours in chemistry and biology, and at least one year experience conducting laboratory tests; OR Associate's Degree in Physical or Life Sciences and three years minimum analytical laboratory experience; OR Completion of Technical or Trade education in the field and four years experience conducting water and wastewater analysis. Must have or obtain a Missouri Wastewater Treatment License within one year of date of hire and a Level C Wastewater Laboratory Analyst Certificate within three years from date of hire. Must successfully complete a thorough background check. Must possess a valid driver's license.

Apprvd. 2/19/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 697

WASTEWATER LABORATORY SUPERVISOR

Definition: Under general supervision, oversees the operation of the waste water treatment laboratory and performs a variety of laboratory tests to ensure compliance with applicable State and Federal laws, rules, and regulations. Reports to the Wastewater Plant Superintendent.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Resolves day-to-day questions and problems from staff regarding appropriate equipment, materials, methods, and procedures to be used in conducting and analyzing tests of wastewater influent and/or effluent; trains new employees and less experienced workers in procedures and techniques for performing a variety of laboratory tests used to monitor and identify kinds and amounts of solids, bacteria, nutrients, various chemicals, and related organic and inorganic materials in influent and/or effluent at various stages of treatment.

Interviews, hires, trains and evaluates laboratory employees and oversees other staff working in the laboratory area when needed, providing leadership for all of them.

Conducts or oversees a variety of laboratory tests to monitor and identify kinds and amounts of solids, bacteria, nutrients, various chemicals and metals, and related organic and inorganic materials in effluent at various stages of treatment, including final discharge; tests and/or calibrates laboratory equipment to ensure accurate and consistent test results; logs results and maintains records of all tests and prepares required State and Federal wastewater treatment oriented reports.

Prepares a variety of reagents and culture media to facilitate waste water testing and ensure accurate and consistent test results; resolves day-to-day questions/problems from treatment plant operators regarding appropriate materials, methods, and procedures to be used in taking samples of influent and effluent; answers questions from the public regarding wastewater treatment laboratory procedures and activities; maintains inventory of supplies and materials, ordering additional supplies as needed.

Knowledge, Skills, and Abilities:
Knowledge of the general principles and practices of wastewater treatment.
Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of standard laboratory tests conducted to monitor and identify kinds and amounts of solids and/or bacteria in treated effluent.

WASTEWATER LABORATORY SUPERVISOR (Cont'd.)

Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
Knowledge of the principles and practices of employee supervision and training.
Skill in establishing and maintaining effective working relationships with other staff and the public.
Skill in managing the day-to-day operations of a wastewater treatment laboratory.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in conducting a variety of laboratory tests related to wastewater treatment plant operations.
Skill in maintaining standard laboratory equipment, including preparing solutions/media, checking and
Skill in establishing and maintaining effective working relationships with other staff and the public.
Skill in managing the day-to-day operations of a wastewater treatment laboratory.
Skill in following complex oral and written instructions, procedures, and guidelines.
Skill in conducting a variety of laboratory tests relating to wastewater treatment plant operations.
Skill in maintaining standard laboratory equipment, including preparing solutions and media, checking and calibrating equipment and operating sterilization equipment.
Skill in preparing a variety of records and reports.

Physical Requirements:
Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; requires color and depth perception; low levels of twisting and bending; must have degree of manual dexterity sufficient to operate office and laboratory equipment such as computers, typewriters, copiers, FAX machines, telephones, and laboratory apparatus.

Qualifications: An undergraduate degree in Chemistry or closely related laboratory science and experience equivalent to four years full time laboratory analysis work. Supervisory and leadership experience required. Must possess a Missouri Class B Wastewater Treatment License and a Level C Wastewater laboratory Analyst Certificate. Must possess a valid Missouri operator's license. Must successfully complete a thorough background check.

Approved 2/19/13 by PB

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 699

WASTEWATER LABORATORY ASSISTANT

Definition: Under general supervision, collects wastewater/discharge samples at City treatment plants and industrial/manufacturing sites and delivers them to a laboratory for testing/analysis. Reports to the Wastewater Laboratory Supervisor.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned.

Tasks:
Takes samples at established points in the wastewater collection system and in the treatment process at the City's treatment plants. Sets and programs automatic sampling equipment at various industrial and manufacturing facilities and brings collected samples to lab; checks temperature and pH at industrial and manufacturing facilities and takes spot samples as appropriate to ensure compliance with City permits, and State and Federal environmental protection regulations, standards, and guidelines regarding hazardous waste discharge; gathers samples of discharge from the former City landfill as necessary. Delivers all gathered samples to the laboratory for testing and analysis.

Inspects sewage lift stations on an established schedule to ensure they are operating properly and performs scheduled routine maintenance and minor repairs as required; mows, trims and performs other clean-up work at lift station sites.

Sets, programs, cleans, maintains, and repairs automatic sampling equipment to ensure it is in good operating condition; hauls and spreads sludge when necessary; reads discharge meters at industries for billing purposes; monitors flows and informs Pre-Treatment Inspector of suspected problems; may operate wastewater treatment plant as backup operator and assists maintenance crews in system maintenance.

Knowledge, Skills, and Abilities:
Knowledge of the general principles and practices of wastewater treatment.
Working knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
Working knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
Knowledge of standard laboratory tests conducted to monitor amounts of solids and pH of raw sewage and treated effluent.
Knowledge of general building and grounds maintenance and repair practices.
Skill in operating, programming, maintaining, and repairing automatic sampling equipment.
Skill in establishing and maintaining effective working relationships with other staff and industrial representatives.
Skill in following complex oral and written instructions, procedures, and guidelines.

WASTEWATER LABORATORY ASSISTANT (Cont'd.)

Skill in operating, maintaining, and repairing wastewater treatment plant and lift station equipment.

Physical Requirements:
Requires high levels of standing, walking, twisting, and bending; some moderate/heavy physical work; requires manual dexterity sufficient to operate a variety of essential job related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must possess depth perception; lifting of 50 lbs.; medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting are required.

Qualifications: Graduation from high school or G.E.D. equivalent. Some experience in working in a public works environment. Must possess at least a Missouri Class D Wastewater License within one year of date of hire. Must possess a valid Missouri Commercial Class B Operator's license with tanker endorsement. Must successfully complete a thorough background check. Must be able to lift 50 lbs.

Approved 2/19/13

CITY OF JOPLIN

CLASS SPECIFICATION

Class Code: 311

DIRECTOR OF PARKS AND RECREATION

Definition: Under general direction, plans, directs, and coordinates the activities of the City of Joplin's Parks, Recreation and Cemeteries Department which includes an Athletic Complex, swimming pools, a public 18-hole golf course, parks and cemeteries. The Director reports to the City Manager.

Essential Functions: Included in the essential functions, tasks, skills and abilities listed below are attendance and dependability. Confidentiality must be maintained. Other duties may be assigned.

Tasks:
Responsible for the maintenance, operation and scheduling of an Athletic Complex, baseball and softball fields, tennis courts, soccer fields, a public golf course, basketball courts, swimming pools, playgrounds, public parks, cemeteries and other facilities. This position is to develop and maintain a balanced, safe and easily accessible system of parks, recreational facilities and programs, as well as to promote and maintain high level facilities to further the City's prominence in the region that will continue to contribute to the quality of life for citizens. Plans and evaluates present and future recreational programs and events, sports leagues and tournaments; plans and evaluates present and future recreational needs of the Community; makes recommendations regarding park location and design or layout; writes and submits reports; maintains records and files and establishes rental and use fees.

Responsibilities include master planning, programming, scheduling, equipment acquisition, and building enhancements. Establishes and administers contracts between the City and sports entities in the area. Develops and maintains partnerships with organizations and businesses involved in park and recreation programs and projects. Ensures that city pools and other useable areas are managed and operated properly. Must bring diverse individuals, groups, volunteers, boards, agencies and organizations together for collaborative results.

Plans, organizes, directs, and provides leadership for the Department of Parks, Recreation and Cemeteries. The position provides leadership for staff and direction for the operations, development and maintenance of municipal parks, a golf course, cemeteries, building maintenance, athletic complex, turf management, recreational programs, ball fields, soccer fields and swimming pools.

Assists in developing and implementing an annual budget including expenditures, capital improvement projects, and forecasting long-range capital improvement plans for the department. Prepares budget requests, monitors expenditures and maintains operating budget; monitors and evaluates staff performance and program effectiveness; oversees purchasing, financial controls, inventory control, publicity, marketing and other Departmental functions.

DIRECTOR OF PARKS AND RECREATION (Cont'd.)

Knowledge, Skills, and Abilities:

Knowledge of practices, procedures, and techniques for the proper care and maintenance of public parks, recreational service areas and cemeteries.
Knowledge of management principles and practices, including budgeting, program development and evaluation, marketing and promotion, and leadership of employees.
Knowledge of grounds keeping, landscape design and turf management principles and practices.
Knowledge of Federal grant application procedures and techniques.
Knowledge of the methods used to maintain historical records for all areas of the department.
Skill in organizing, promoting, and operating public events, sporting events, and recreation programs.
Skill in establishing and maintaining effective working relationships with the public, representatives of local business and industry, community service organizations and groups, users of facilities and promoters of events and activities.
Skill in planning, organizing, coordinating, and reviewing the work of staff.
Ability to communicate effectively in writing and verbally in order to speak before groups, and make presentations of reports.
Ability to work with the media and handle public relations issues.

Physical Requirements:

Requires sitting, standing and moving about frequently, ascending and descending stairs; manual dexterity sufficient to operate essential job related equipment such as computers, calculators , FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications:

Undergraduate degree in parks management, recreation services, public administration, or related field with five years progressively responsible administrative experience in management of parks, recreation, cemeteries, athletic facilities and staff. Expertise in turf management is considered a plus. Master's degree and eight years experience are preferred. Excellent communication skills are required including employee evaluations, writing reports, speaking publicly, working with the media and handling public relations issues. Must successfully complete a thorough background check. Must have a valid driver's license.

Approved 2/19/13

CLASS SPECIFICATION

CITY OF JOPLIN
Class Code: 351

GOLF COURSE MAINTENANCE SUPERVISOR

Definition: Under general supervision, plans, directs, and reviews the maintenance and landscaping of the City of Joplin's 18-hole municipal golf course. Reports to the Facilities Maintenance Supervisor.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Inspects all areas of the City golf course, including greens, fairways, roughs, tees, and sand traps to identify special maintenance and care needs; plans, coordinates, assigns, and reviews the work of staff performing a variety of landscaping and grounds keeping work required to maintain the City's municipal golf course; trains new employees and inexperienced staff in the operation of a variety of specialized golf course landscaping and grounds keeping techniques, tools and equipment. Reviews the work of staff performing a variety of landscaping, grounds keeping and equipment maintenance work required to maintain the city's golf course.

Inspects equipment used for landscaping and grounds keeping activities, performs routine maintenance and makes repairs, arranges for completion of major repairs; maintains an inventory of all equipment, tools, supplies, materials, and parts needed for golf course maintenance activities; maintains golf carts in excellent condition; orders additional stock as needed; prepares payroll and associated personnel records for submittal; assists with the preparation of and monitors golf course maintenance budget; maintains records and prepares reports.

Knowledge, Skills, and Abilities:
Knowledge of the principles and techniques of golf course maintenance.
Knowledge of the operation, maintenance, and repair of specialized golf course maintenance equipment.
Knowledge of principles and practices of supervision, including employee training and evaluation.
Knowledge of safe methods and techniques for applying a variety of insecticides, herbicides, and fertilizers.
Knowledge of general horticultural, grounds keeping, and landscaping principles and practices.
Skill in establishing and maintaining effective working relationships with staff, other departments, and the public.
Skill in understanding, interpreting and conveying to others complex rules, regulations, policies, and guidelines.
Skill in analyzing work volume and efficiently utilizing staff and available resources to maintain the City of Joplin's municipal golf course.
Ability to work through difficult issues at all levels.

GOLF COURSE MAINTENANCE SUPERVISOR (Cont'd.)

Physical Requirements:
Requires high levels of standing, bending, twisting, squatting, and carrying; medium to heavy lifting may be required; manual dexterity to such a degree as to allow proper assembly, operation, and maintenance of specialized essential job related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working. Works in varying weather conditions.

Qualifications: Graduation from high school or G.E.D. equivalent and five years full time work experience in golf course maintenance work. Work experience in supervising and training staff. Must successfully complete a thorough background check. Must possess a valid driver's license.

Approved PB 2/19/13

CLASS SPECIFICATION

CITY OF JOPLIN
Class Code: 352

ATHLETIC FIELD MAINTENANCE SUPERVISOR

Definition: Under general supervision, and as assigned, plans, directs, and reviews the maintenance and landscaping of the City of Joplin's Joe Becker Stadium, Athletic Complex and other athletic fields. Reports to the Facilities Maintenance Supervisor.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Inspects Joe Becker Stadium, Softball Fields, Soccer Fields and other athletic fields, to identify special maintenance and care needs; plans, coordinates, assigns, and reviews the work of staff performing a variety of landscaping and grounds keeping work required to maintain the City's athletic fields; trains new employees and inexperienced staff in the use of and operation of a variety of specialized landscaping and grounds keeping techniques, tools and equipment. Prepares payroll and time/leave records and associated personnel records for submittal.

Inspects equipment used for landscaping and grounds keeping activities, performs maintenance and makes repairs, arranges for completion of major repairs; maintains an inventory of all equipment, tools, supplies, materials, and parts needed for athletic field maintenance activities; maintains all equipment in excellent condition; orders additional stock as needed; prepares and monitors golf and athletic field maintenance budget; maintains records and prepares reports.

On an as needed basis inspects areas of the City golf course to identify special maintenance and care needs; plans, coordinates, assigns, and reviews the work of employees performing a variety of landscaping and grounds keeping work required; performs the work as well as trains new employees and inexperienced staff in the operation of a variety of landscaping and grounds keeping techniques, tools and equipment.

Knowledge, Skills, and Abilities:
Knowledge of the principles, methods and techniques of golf course maintenance.
Knowledge of the principles, methods and techniques of athletic field maintenance.
Knowledge of the operation, maintenance, and repair of specialized golf course maintenance equipment.
Knowledge of the operation, maintenance, and repair of specialized athletic field maintenance equipment.
Knowledge of principles and practices of supervision, including employee training and evaluation.
Knowledge of safe methods and techniques for applying a variety of insecticides, herbicides, and fertilizers.
Knowledge of general horticultural, grounds keeping, and landscaping principles and practices.

ATHLETIC FIELD MAINTENANCE SUPERVISOR (Cont'd.)

Skill in establishing and maintaining effective working relationships with staff, other departments, and the public.
Skill in understanding and interpreting complex rules, regulations, policies, and guidelines.
Skill in analyzing work volume and efficiently utilizing staff and available resources to maintain the City of Joplin's municipal golf course, equipment and athletic fields.
Ability to work through difficult issues at all levels.

Physical Requirements:
Requires high levels of standing, bending, twisting, squatting, and carrying; medium to heavy lifting may be required; manual dexterity to such a degree as to allow proper assembly, operation, and maintenance of essential job related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working. Work in varying weather conditions.

Qualifications: Graduation from high school or G.E.D. equivalent and five years full time work experience in athletic field maintenance. Work experience in supervising and training staff. Must successfully complete a thorough background check. Must possess a valid driver's license.

Approved 2/19/13 by PE

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 353

GOLF CLUBHOUSE OPERATOR

Definition: Under general supervision, oversees and participates in the activities of employees engaged in maintaining the cleanliness of the Clubhouse, collecting fees and purchases, polices the area and enforces the rules and regulations of a municipal golf course. Reports to the Director of Parks and Recreation.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Confidentiality is required. Other duties may be assigned as necessary.

Tasks:
Ensures the provision of a high level of customer service for course patrons that supports achievement of departmental objectives and the City's mission; provides information to the public regarding golf course rules, regulations and procedures; responds to patrons' questions and comments using good customer service techniques. Trains part time temporary employees in all service aspects of working at the golf course clubhouse.

Assists in the implementation of an ongoing marketing program for the golf course; develops and assists in the coordination of special events designed to showcase the golf course and provide the public with an ongoing source of community activities.

Collects golf course fees for course play and cart rental; maintains accurate financial records for golf course operations; prepares statistical and/or analytical reports on operations as necessary. Orders, sells, inventories and maintains stock for the pro shop. Trains seasonal staff in cashiering and scheduling responsibilities.

Plans, organizes, coordinates, supervises, reviews and evaluates the work of assigned seasonal staff; participates in selection processes and evaluates work performance; monitors work activities to ensure safe work practices;

Implements fee structures in accordance with Council-adopted cost recovery policies; makes budget suggestions and monitors program revenue and expenditures.

Establishes positive working relationships with representatives of community organizations, state and local agencies, and associations, City management, staff and the public.

Communicates and coordinates regularly with appropriate others to maximize the effectiveness of intra- and inter-departmental operations and activities.

Knowledge, Skills, and Abilities:
Knowledge of the principles, practice and procedures of golf course management.
Knowledge of the rules of the game of golf.

GOLF CLUBHOUSE OPERATOR (Cont'd.)

Knowledge of the techniques for providing a high level of customer service to the public and City staff, in person and over the telephone.
Knowledge of the methods and techniques of effective supervision.
Knowledge of standard office practices and procedures, including the use of standard office equipment.
Knowledge of the operation of computer applications.
Skill in dealing courteously and effectively with the public.
Skill in ensuring the City's philosophy of successful customer service is understood by all employees and carried out in all forms of communication and practices.
Skill in addressing and resolving public relations problems.
Skill in exercising good judgment, flexibility, creativity and sensitivity in response to changing situations.
Skill in establishing and maintaining effective working relationships with golf customers and others encountered in the course of the work.
Skill in communicating clearly and concisely, both orally and in writing.
Skill in maintaining accurate records and preparing reports, including accounting for fees received.
Skill in scheduling, coordinating, assigning and reviewing the work of subordinate staff.

Physical Requirements:
Requires high levels of standing, walking, twisting, and bending; some medium to heavy lifting; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; requires color and depth perception; must have degree of manual dexterity sufficient to operate office equipment such as computers, typewriters, calculators, cash registers, copiers, FAX machines, and telephones; medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting are required.

Qualifications: Graduation from high school or G.E.D. equivalent. Two (2) years of experience in golf course operation or management that involved the provision of customer service. Excellent communication skills required. Experience in the supervision of staff required. Must successfully complete a thorough background check. Must possess a valid driver's license.

Approved 2/19/13 by PB

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 533

FIRE APPARATUS FLEET TECHNICIAN

Definition: Under general supervision, manages the maintenance and repair of Fire Department fleet vehicles, apparatus and equipment. Reports to Fire Chief.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Prioritizes, schedules and performs maintenance and repairs on fire department fleet vehicles, apparatus and equipment to ensure a state of readiness for emergency response; locates and purchases parts, supplies and equipment necessary to perform repairs, maintenance and modifications; identifies, purchases and maintains an inventory of parts, supplies, tools and equipment necessary to perform repairs.

Performs diagnostics, troubleshoots and repairs problems with vehicular mechanical, hydraulic and electrical systems; conducts a variety of tests to locate defects and failures and assess systems performance; utilizes a variety of specialized tools and interpretive testing devices.

Responds to large emergency events to oversee apparatus operations, refill self-contained breathing apparatus bottles, and evaluate and repair apparatus and equipment as needed; designs and fabricates equipment modifications to meet changing needs of the department; contracts with outside vendors to perform repairs that are beyond the scope or available time of the department fleet shop.

Researches and prepares materials, apparatus and equipment specifications for bid and construction process; serves as contact person for bid evaluations and administration of vehicle and apparatus purchase projects; conducts and certifies vehicle and apparatus acceptance testing.

Prepares specifications for, purchases and installs equipment, brackets and accessories for vehicles and apparatus; assists with the installation and maintenance of vehicle mounted voice and data transmission devices.

Performs annual inspection testing of pumpers, valves, gauges, controls and equipment to meet established guidelines and standards of the National Fire Protection Association; performs annual inspection of vehicles to meet Department of Transportation and National Fire Protection Association standards.

Maintains computerized records of work requested, work completed, work in progress and parts used; compiles and maintains other periodic and ad hoc reports.

Performs limited basic carpentry, plumbing, welding and electrical work on department buildings and facilities.

FIRE APPARATUS FLEET TECHNICIAN (Cont'd.)

Performs duties in a safe and responsible manner that does not expose the employee or coworkers to unnecessary risk or danger; handles, stores and disposes of hazardous materials, petroleum based products, wastes, chemicals, refrigerants, cleaners and solvents, ensuring compliance with all applicable regulations, codes and policies.

Knowledge, Skills, and Abilities:

Knowledge of the methods, principles, practices, tools, and materials of the mechanic's trade.
Knowledge of the principles and mechanics of internal combustion engines.
Knowledge of parts and supplies needed to perform a variety of maintenance and repairs on automotive equipment and vehicles.
Knowledge of local vendors carrying a variety of parts and supplies needed to perform a variety of maintenance and repairs on automotive equipment and vehicles.
Knowledge of emergency fire and medical response vehicle, apparatus and equipment laws, statutes, rules, regulations, practices and procedures.
Knowledge of record keeping principles and practices.
Knowledge of accepted governmental purchasing procedures.
Knowledge of preventive maintenance scheduling benefits, principles and practices.
Knowledge of the methods and techniques for performing basic carpentry, plumbing, welding and electrical work.
Knowledge of customer service methods and techniques.
Skill in diagnosing, maintaining, and repairing a variety of diesel and gasoline powered apparatus.
Skill in understanding and following complex directions and instructions.
Skill in establishing and maintaining effective working relationships with other City employees and automotive parts and supply vendors.
Skill in operating a variety of technical diagnostic equipment used on diesel and gasoline powered automotive equipment and vehicles.
Skill in operating a variety of motorized equipment and vehicles.
Skill in the use of hand and power tools associated with the diagnosis, maintenance, and repair of diesel and gasoline powered automotive equipment and vehicles.
Skill in the principles and practices of metal fabrication.
Ability to organize reports and information.

Physical Requirements:

Requires high levels of standing, bending, twisting, squatting, and carrying; medium to heavy lifting may be required in specific positions; manual dexterity to such a degree as to allow proper assembly, maintenance, and operation of job related equipment such as specialized maintenance and repair tools and equipment or specialized vehicles; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self and others while working.

FIRE APPARATUS FLEET TECHNICIAN (Cont'd.)

Qualifications: Graduation from high school or G.E.D equivalent and five years full-time automotive equipment and vehicle diagnosis, maintenance, and repair work experience, at least two years of which must have involved the diagnosis, maintenance, and repair of diesel and heavy equipment at the ASE certification level. Must have a valid Commercial Drivers License with air brake qualification at time of hire. Must obtain Emergency Vehicle Technician Certification Commission Level II and Fire Apparatus Technician Certification within three (3) years of appointment. Must successfully complete a thorough background check.

Approved PB 2/19/13

CLASS SPECIFICATION

CITY OF JOPLIN
Class Code: 143

EMERGENCY MANAGEMENT COORDINATOR

Definition: Under limited supervision, plans, coordinates, and evaluates disaster response plans, activities, and training for the City of Joplin and Jasper County. Reports to the Joplin Fire Chief.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Develops and updates Master Disaster Response Plans for the City of Joplin and Jasper County; assists school officials, business owners, and officials of business and industry in preparing individualized disaster response plans that will minimize the impact of natural or manmade disasters on their organizations, facilities, and staff; develops and conducts action activities for training purposes on preparedness in response to, mitigation of, and recovery from disasters and emergency conditions.

Develops and presents seminars for the public covering topics such as tornado or earthquake safety, flood safety, management and response, and response to a variety of incidents involving hazardous materials; conducts training programs in the areas of Cardio Pulmonary Resuscitation, First Aid, and Basic Life Support for City employees, civic organizations, businesses, and other related entities in Joplin and Jasper County.

Answers questions regarding general policies, procedures, and guidelines for preparing for or responding to a variety of emergency and disaster situations; prepares and distributes information and brochures involving emergency preparedness; participates as a member of the Local Emergency Preparedness Committee to facilitate identification of hazardous materials locations and transportation routes; works with the Missouri Emergency Response Commission and related organizations.

Compiles information for and prepares financial reports for review by officials in the City of Joplin, Jasper County, State of Missouri Governor's Office, SEMA, and FEMA; responds to emergency and disaster situations, including severe weather and hazardous material oriented incidents by operating the Emergency Communications Center to manage communications activities and answer questions; maintains City and County emergency preparedness inventories, including communications equipment.

Analyzes needs and directs the procurement and distribution of facilities, services and equipment required to carry out a comprehensive emergency management program; secures technical and financial assistance available through other state and federal programs.

EMERGENCY MANAGEMENT COORDINATOR (Cont'd.)

Knowledge, Skills, and Abilities:
Knowledge of emergency preparedness and disaster response procedures and practices, including plan development, leadership and implementation, communications systems, and evacuation and transportation route planning.
Knowledge of the geography and geology of the City of Joplin and Jasper County.
Knowledge of basic adult education training principles and techniques.
Knowledge of appropriate methods, techniques, and principles for hazardous materials transportation and storage.
Knowledge of leadership and management principles and techniques, including program development and evaluation, project management, recordkeeping and report preparation.
Skill in establishing and maintaining effective working relationships with community and business leaders, State and Federal emergency and disaster response staff, City and County officials, and the public.
Skill in developing and evaluating plans for responding to emergency and disaster situations.
Skill in coordinating and managing a City and County emergency preparedness and disaster response oriented operation.
Skill in developing and presenting a variety of adult education and training seminars and classes.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, calculators, typewriters, FAX machines, copiers, and telephones, pagers and two way radios; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: An undergraduate degree in Emergency Management, Public Administration or a closely related field and experience equivalent to five years full time emergency preparedness, disaster response, or closely related work including leadership of such emergency responses. Written and verbal communication experience must have been at a high level. Must successfully complete a thorough background check. Valid driver's license required.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date:
Council Bill No. 2013-606

Item: Agreement with American Red Cross to provide lifeguard certification and training for Swim Lessons and CPR and First Aid at all City of Joplin operated Aquatic Facilities.

Originating Department: Joplin Parks and Recreation Department

Attachments: 1) Agreement
2) Council Bill No. 2013-606

Parks and Recreation: Chris Cotten	Date: 2/25/13
Risk Management Director: Reba Snavely	Date: 2/26/13
Finance Department: Leslie Jones	Date: 2-25-13
City Attorney: Peter Edwards	Date: 2/25/13
City Manager: Mark Rohr	Date: 2/22/13

Recommended Action: Authorization to enter into an agreement with American Red Cross so they can provide lifeguard certification and training for Swim Lessons and CPR and First Aid at all City of Joplin operated Aquatic Facilities.

Fee Breakdown

$675 (Initial conference and report)
$2,025 (3 Audits)
$650 (New lifeguard instructor certification and new swim lesson instructor certification)
$2,480 (40 new lifeguard licenses $35 each and 40 renewal lifeguard licenses $27 each)
$2,560 (80 textbook manuals)
$150 (swim lesson program cards)
$8,540 Total expense

Background:
The Parks and Recreation Department is in need of a service to provide materials and programs to train lifeguards to protect swimmers at the three City of Joplin Aquatic Facilities. American Red Cross is in the business to provide these services. American Red Cross has been a leader in the lifeguarding and swim lesson industry for some time.

Discussion:
The scope of services that American Red Cross will be providing are as follows; Lifeguard Instructor Certification, Swim Lesson Instructor Certification, lifeguard training, swim lesson training and CPR and First Aid training for lifeguards as well as other City of Joplin personnel.

Recommendation: Staff recommends the approval of this agreement

CC

COUNCIL BILL NO. 2013-606 ORDINANCE NO.

AN ORDINANCE approving the Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and The American Red Cross, for the provision of lifeguard certification and training for Swim Lessons and CPR and First Aid at all City of Joplin operated Aquatic Facilities; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and The American Red Cross, for the provision of lifeguard certification and training for Swim Lessons and CPR and First Aid at all City of Joplin operated Aquatic Facilities, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved.

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

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

Authorized Provider Agreement

This **Authorized Provider Agreement** ("Agreement") is effective as of January 14, 2013 ("Effective Date") by and between the American National Red Cross ("Red Cross") and Joplin Parks and Recreation agreeing to the terms of this Agreement (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach Red Cross training courses ("Courses") specified in Appendix A within AP's organization. If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind such entity to these terms and conditions, (ii) you have read and understand this Agreement, and (iii) you agree, on behalf of the entity that you represent, to this Agreement. If you don't have legal authority to bind the entity, please do not sign this Agreement.

1. AP Responsibilities. In connection with offering the Courses, AP agrees that it will:
1.1 Require its I nstructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
1.2 Pro mptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix B;
1.3 Obtain Red Cross confirmation of certification status of new AP Instructors before permitting such Instructors to teach a Course;
1.4 Be responsible for the oversight of AP's Instructors and require that Instructors teach Courses using Red Cross course materials ("Course Materials"), and in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
1.5 Operate in accordance with all Red Cross Policies;
1.6 Permit Red Cross to perform random observations of AP's Courses;
1.7 Notif y the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
1.8 Enter training records into the Learning Management System ("LMS") within ten (10) calendar days of Course completion (the "Course Records");
1.9 Pay t he required fees in connection with all Courses;
1.10 Maintain adequate insurance to cover liabilities arising out of AP's operations and Course instruction as Red Cross insurance does not extend to the AP or its Instructors; and
1.11 Teach the Courses exclusively within the AP's organization at the multiple facility locations set forth in Appendix C; provided however, this exclusivity will be limited solely to the Courses specified on Appendix A.

2. Red Cross Responsibilities: To facilitate AP's Course offerings, Red Cross agrees that it will:
2.1 Make Red Cros s training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
2.2 Approve properly s ubmitted Course Records and provide certifications for Courses, if applicable;
2.3 Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.

3. Term and Termination.
3.1 This agreement will be effective as of the Effective Date and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
3.2 Either part y may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
3.3 Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
3.4 Follo wing termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.

4. Fees and Invoicing.
4.1 AP will use its best efforts to comply with the AP Resource Guide's preferred payment option for fees and invoices.
4.2 Fees are set forth on Appendix A. Red Cross will send invoices to the AP after the approval of Course Records. Red Cross will not process invoices for any amount less than two hundred and fifty dollars ($250). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees at its sole discretion upon thirty (30) days advance notice of such fee changes. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 3.
4.3 If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with all Red Cross Policies, the AP is responsible for all costs associated with the retraining of course participants. Red Cross will determine the party, which may include, but is not limited to, the AP or any Red Cross employee, volunteer, LTP or AP, to offer the retraining in its sole discretion.

5. Notices: The contact at the AP for this Agreement is Chris Cotten (the "AP Representative"). Red Cross will deliver notices

to the AP at the following mailing address Joplin Parks And Recreation 3301 West 1st St. Joplin, MO 64801 and the Red Cross will send invoices to the following billing address, if different from the mailing address, N/A. AP shall deliver notices to the Red Cross at 10195 Corporate Sq. St. Louis, MO 63132 ATTN: Karen Otto with an additional copy to 2025 E Street, N.W., Washington, DC 20006, ATTN: Preparedness, Health & Safety Services Department.

6. Confidentiality and Intellectual Property:

6.1 Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.

6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

7. Entire Agreement, Amendments, and Assignments: Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.

8. Independent Contractors: Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

JOPLIN PARKS AND RECREATION	**THE AMERICAN NATIONAL RED CROSS**
Signature: _____	Signature: _____
Name: **Chris Cotten**	Name: **JOYCE SALSMAN**
Title: Director of Parks & Recreation	Title: **AP SUPPORT REPRESENTATIVE**
Date 1-14-13	Date: 1-14-13

APPENDIX A

COURSES, EQUIPMENT, MATERIALS AND FEES

1. Course Fees

Courses Offered by AP	Per Person Fee
Lifeguarding	$35
Lifeguarding Review	$27
Learn-to-Swim	Op-In-Pricing
CPR for the Professional Rescuer/HealthCare Provider	$27

2. Training materials, equipment and supplies may be purchased at www.ShopStaywell.com and www.RedCrossStore.org.

3. Special billing or payment instructions (Optional):

4. Additional Services (Optional):

APPENDIX B

Authorized Provider Instructors

Instructors who will be teaching for your company/organizations should be listed below. Each instructor should have a profile in the American Red Cross Learning Center which includes contact information including email, address, phone and current instructor certifications.

Instructor Name	Learning Center Username	Email Address Phone Number	Current Instructor Certification

APPENDIX C

FACILITY LOCATIONS

Please list each facility at which course will be taught including a physical address, a contact name and contact information.

Facility Name and Address	Contact Name	Phone Number Fax Number Email Address
Schifferdecker Family Aquatic Center West 4th St. Joplin, MO 64801		Phone Fax Email
Cunningham Family Aquatic Center West 24th St. Joplin, MO 64801		
Ewert Family Aquatic Center 501 School Street Joplin, MO 64801		

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 18, 2013

ITEM: COUNCIL BILL NO. 2013-505
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Jones — **Date:** 3-11-13
City Attorney: Brian Head — **Date:** 3-11-13
City Manager: Mark Rohr — **Date:** 3-11-13

INTRODUCTION:
This Council Bill authorizes an agreement with Stifel, Nicolaus & Company for underwriter services for the first TIF bond issuance, which will net $13 million.

DISCUSSION:
Recently, City Council approved the largest TIF District in Missouri history, which will be in effect for 23 years. It is anticipated that the City will issue up to $57 million of bonds in multiple series secured by the TIF revenues. The City issued an RFP for underwriter services for the first issuance of TIF bonds, which will net $13 million.

The City received three responses to the RFP. The RFP was based on firm qualifications, favorable financing terms, and underwriting fees. We have retained Piper Jaffray to serve as financial advisor in the redevelopment effort. Piper Jaffray ranked Stifel Nicolaus as the best bidder as detailed on the attached letter. Stifel Nicolaus' underwriter fee is 2% of the par amount of the bonds to be paid out of the bond proceeds.

The first TIF bond issuance is to acquire commercial land for the redevelopment plan, as well as for the library/theater project. This Council Bill authorizes using Stifel for the underwriter. Additional legislation will be brought to Council to issue the TIF bonds.

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

COUNCIL BILL NO. 2013-505 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for underwriter services by and between Stifel, Nicolaus & Company and the City of Joplin, Missouri to issue net proceeds of $13-million in TIF bonds; authorizing the City Manager to execute said agreement; and containing an emergency clause.

WHEREAS, the City of Joplin hired Wallace-Bajjali as the Master Developer to assist in the rebuilding of the community following the devastating EF-5 tornado that struck our community on May 22, 2011; and,

WHEREAS, the Joplin Recovery TIF was approved by the City Council of Joplin, Missouri in December of 2012; and,

WHEREAS, TIF bonds with a net value of $13-million are required for commercial land acquisition and for the library/theater project; and,

WHEREAS, the City Council of Joplin, Missouri desires to hire an underwriter for the first TIF bond issuance.

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

Section 1. That the City enter into an agreement with Stifel, Nicolaus & Company to provide underwriter services for the first issuance of TIF bonds to net $13-million, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (3) and (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

PiperJaffray.

11150 Overbrook Road, Suite 310, Leawood, Kansas 66211
Tel: 913-345-3300 | Tel: 800-829-5377 | Fax: 913-345-3393
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

March 8, 2013

Ms. Leslie Jones, Finance Director
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

Dear Leslie,

As you know, request for proposals (RFP) for underwriting service for the first series of proposed Tax Increment Financing (TIF) Bonds were sent to eight investment firms in early February. We received three proposals on the requested date of February 26, 2013. The three responding firms were Stern Brothers and Company, Stifel Nicolaus and Company and Oppenheimer and Company.

Each firm complied with the requirements of the RFP and qualified to provide the services requested. The evaluation criteria were weighted 40% for both firm qualifications and favorable financing terms and 20% for underwriting fees. In our role as financial advisor, we reviewed and evaluated the proposals scoring the Stifel Nicolaus proposal at 70 points, Oppenheimer at 65 points and Stern Brothers at 60 points. The Stifel Nicolaus proposal stood out with significant and diversified experience in Missouri Economic Development Financings, along with an in depth grasp of the history and current status of the TIF plan.

In closing the Stifel Nicolaus selection, in our opinion gives the City the best opportunity for a timely and successful outcome for the proposed TIF financing.

Please let us know if you have any questions or if we can provide additional information.

Sincerely,

Jack Dillingham

EXHIBIT "A"

STIFEL

INVESTMENT BANKING AGREEMENT

between

THE CITY OF JOPLIN

("City")

and

STIFEL, NICOLAUS & COMPANY, INCORPORATED

("Stifel")

1. **Introduction**

The Project, known as the Joplin Recovery TIF Redevelopment Plan and Project is located within the City and consists of multiple project components, including: Land Acquisition; Market Rate Single-Family Housing; Principal Reduction Plan Housing; Affordable Multi-Family Housing; Market Rate Multi-Family Housing; Senior Living; Senior Living/Assisted/Memory Care; Salvation Army Homes; Mixed Use Residential over Retail/Commercial; Medical Office; Downtown Education Complex; Library/Theater Complex; Government Office Facility; SPARK Performing and Visual Arts Center; Hotel and Convention Center; Multi-Purpose Event Venue and Sports Complex; Neighborhood Infrastructure; and School Facilities. It is anticipated that the City or a related bond issuing entity will issue up to $57,000,000 of bonds (the "Bonds") in multiple series secured by TIF revenues generated in the Project area. The Bonds are expected to be tax-exempt.

2. **Appointment**

The City retains and appoints Stifel as the exclusive underwriter to manage the initial Bond financing for the Project, estimated to net $13 million in Project proceeds, subject to the approval of the issuer and subject to the terms and conditions hereinafter set forth. Stifel hereby accept such engagement.

3. **Duties of Stifel**

Stifel agrees to perform the following services in conjunction with the Bonds:

a) Provide a qualified representative to attend meetings as requested and/or required by City or the Joplin Redevelpoment Corporation ("JRC") for presentations to public officials for the purpose of securing approvals necessary for the issuance of the Bonds and for any other such meetings with staff members, planners, attorneys, City and the public.

b) In conjunction with its own legal counsel ("Underwriter's Counsel") make such investigations as are required for a due diligence review in connection with the issuance of the Bonds and preparation of the Preliminary and final Official

Statement offering document by consulting with City, legal counsel, the appraiser, feasibility consultant, accountants and other advisors and consultants, as required;

c) Thoroughly review credit issues and City's and revenue consultant's cash flow projections for the Project and for the Bonds;

d) Suggest and assist in the negotiation of the terms and conditions for the sale of the Bonds, seeking the structure and terms that are most beneficial for the Project in relation to current bond market conditions, including security features, maturity, interest rate, amortization, and call features;

e) Assist underwriter's counsel in the preparation of the Preliminary and final Official Statements for the Bonds containing the primary information to be provided to prospective investors;

f) Review feasibility reports for the Bonds, including appraisals, market studies, and engineer's reports.

It is acknowledged and agreed that Stifel shall be under no obligation of any nature whatsoever to the City or any other person or entity, including without limitation any obligation to underwrite, purchase or place the Bonds for its own account or the accounts of its customers, unless and until a definitive bond purchase agreement or placement agent agreement is executed by the City/issuer and Stifel and any other appropriate parties. The final bond purchase agreement or placement agent agreement between the City/issuer and Stifel will contain customary industry terms and conditions satisfactory to the City, JRC and Stifel, including appropriate representations, warranties, and indemnification provisions, for similar bond issues and would be subject to:

1. Receipt of all necessary government and regulatory approvals;
2. Market conditions at the time of execution of such agreement, particularly with respect to the interest rate for the Bonds which shall be based upon market conditions and specified in the definitive agreement;
3. Receipt of normal and customary legal opinions of Bond Counsel, and City counsel satisfactory to Stifel;
4. Any other reasonable and customary terms and conditions requested by Stifel; and
5. Satisfactory due diligence review by Stifel.

4. **Duties of City**

The City agrees to perform the following:

a) Make available for due diligence review all financial information and data concerning the Project which is in its possession or can be obtained by City without unreasonable effort and expense and City itself, including the material listed in the Stifel Due Diligence Checklist;

Stifel may terminate this agreement if 1) in the course of exercising its due diligence it obtains information which, in the opinion of Stifel, would have a substantial adverse effect on the marketing of the Bonds, or 2) it finds that it is unable to perform its duties in a professional manner because of City's failure to cooperate as outlined above.

7. **Independent Contractor**

Stifel shall perform the services as an independent contractor in accordance with the terms of this Agreement, its own methods and applicable laws and regulations.

City understands that this Agreement is not meant to control the actions of Stifel as it relates to Stifel performing services, similar or otherwise, for any other public or private entity not controlled by City.

8. **Disclosure**

Pursuant to revised Municipal Securities Rulemaking Board ("MSRB") Rule G-23 (the "Rule"), a broker, dealer, or municipal securities dealer ("dealer") is prohibited from acting as a Financial Advisor or Municipal Advisor, as defined in Section 15B of the Exchange Act of 1934 (as amended), to an issuer for a particular issue sold on a negotiated or competitive bid basis and subsequently switching roles to act as underwriter or placement agent with respect to the same issue.

In compliance with the rules set forth by the MSRB, Stifel is acting as an underwriter or placement agent and not a Financial Advisor or Municipal Advisor in connection with all services proposed and/or provided. MSRB Notice 2011-29 (the "Notice") defines "underwritings" as (i) the acquisition of all or any portion of an issue, directly or indirectly, from the issuer as principal, either alone or as a participant in a syndicate or other similar account formed for that purpose and (ii) acting as an agent for the issuer in arranging the placement of an issue. Furthermore, the Rule states that an underwriter may provide advice concerning the structure, timing, terms, and other similar matters related to the issuance of municipal securities if: (i) it clearly identifies itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with the issuer with respect to that issue; (ii) the writing makes clear the primary role of an underwriter is to purchase securities in an arm's-length commercial transaction between the issuer and the underwriter and that the underwriter has financial and other interests that differ from those of the issuer; and (iii) the dealer does not engage in a course of conduct that is inconsistent with an arm's length relationship with the issuer in connection with such issue of municipal securities. Accordingly, any such services provided by Stifel as they relate to its role as underwriter should not be construed as those of a Financial Advisor or Municipal Advisor and such notice, as described above, is hereby provided as set forth in the Rule.

Text of the Notice and the revised rule can be found at: **www.msrb.org/rules-and-interpretations**.

9. **Miscellaneous**

All the terms and conditions of this Agreement shall be governed by the laws of the State of Missouri and be binding upon and inure to the benefit of and be enforceable by the parties hereto and their successors and assigns. The terms set out herein constitute the entirety of this Agreement. Any amendments to this Agreement shall be in writing and shall be duly executed.

Unless terminated earlier pursuant to the provisions of Section 6, this Agreement shall be in effect through December 30, 2016, unless extended by mutual consent of the parties hereto or terminated earlier if the object of the Agreement is successfully completed.

This Agreement may be executed in two or more counterparts which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties indicate acceptance of the terms of this Agreement as of the day of March, 2013 by affixing their respective signatures.

CITY OF JOPLIN

By: _____

Date:

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

ATTEST:

_____
Barbara L. Hogelin, City Clerk

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: Laura Radcliff
Laura Radcliff, Senior Vice President

Date: 3-11-2013

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: March 18, 2013
ITEM: Council Bill No. 2013-608; Technical Support between the City of Joplin and Motorola

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2013-608; copy of Contract

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 3-11-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 3-12-13
CITY ATTORNEY:	Brian W. Head	**DATE:** 3-12-13
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 3-12-13

INTRODUCTION:

This Council Bill approves a contract between the City of Joplin, Missouri and Motorola to provide continuing system maintenance of infrastructure components provided by Motorola.

SUMMARY/DISCUSSION:

The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, will end June 2013. This agreement continues the system maintenance of infrastructure components provided by Motorola. The Motorola Digital Radio System is a complex system of routers, servers, combiners, microwave systems, etc., and requires monitored maintenance of the system infrastructure and an immediate customer service response should the system and/or system components fail. This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure. The agreement is for a one year period and will be reviewed yearly for additions to the maintenance necessary as other system components complete their standard warranty periods or extended warranty periods. There is a Three Thousand, Six Hundred Eighty-Five Dollars and Forty-Four cent ($3,685.44) increase this year.

RECOMMENDATION:

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

LJR/ts
attachment

COUNCIL BILL NO. 2013-608 ORDINANCE NO.

AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of One Hundred Twenty-Six Thousand, Five Hundred Thirty-Five Dollars and Forty-Four cents ($126,535.44); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, will end June 2013;

WHEREAS, This agreement continues the system maintenance of infrastructure components provided by Motorola;

WHEREAS, This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure.

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

Section 1. That the Contract for Technical Support by and between the City of Joplin and Motorola, Inc., in a total amount of One Hundred Twenty-Six Thousand, Five Hundred Thirty-Five Dollars and Forty-Four cents ($126,535.44), providing for the system maintenance of infrastructure components provided by Motorola, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. 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 is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____

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 Emergency Communications Budget, Account No. 520-8503-510-5265, to pay the contract amount.

_____

Leslie Jones, Director of Finance

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001011659
Contract Modifier: RN30-JAN-13 10:39:44

Date: 01/31/2013

Company Name:	Joplin, City Of
Attn:	
Billing Address:	303 E 3rd St
City, State, Zip:	Joplin,MO,64801
Customer Contact:	
Phone:	

Required P.O.:	No
Customer # :	1000708183
Bill to Tag # :	0001
Contract Start Date:	06/01/2013
Contract End Date:	05/31/2014
Anniversary Day:	May 31st
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	NETWORK MONITORING SERVICE - CTD		
1	SVC150AD	ASTRO25 MASTER SITE	$616.75	$7,401.00
1	SVC151AD	ASTRO25 PRIME/CO-LOCATED	$608.93	$7,307.16
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL		
1	SVC051AD	ASTRO25 MASTER SITE	$3,048.44	$36,581.28
1	SVC053AD	ASTRO25 PRIME/CO-LOC W/O SWITCH	$0.00	$0.00
1	SVC055AD	ASTRO25 REMOTE SITE	$0.00	$0.00
1	SVC060AD	ASTRO25 DISPATCH SITE	$84.23	$1,010.76
10	SVC061AD	ASTRO25 STATIONS	$758.50	$9,102.00
5	SVC062AD	ASTRO25 OPERATOR POSITIONS	$421.60	$5,059.20
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
1	SVC032AD	ASTRO25 MASTER SITE	$3,742.78	$44,913.36
1	SVC033AD	ASTRO25 PRIME/CO-LOCATED	$0.00	$0.00
1	SVC035AD	ASTRO25 REMOTE SITE	$0.00	$0.00
1	SVC040AD	ASTRO25 DISPATCH SITE	$80.59	$967.08
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH SERVIC		
1	SVC129AD	ASTRO25 MASTER SITE	$573.26	$6,879.12
1	SVC130AD	ASTRO25 PRIME/CO-LOCATED	$0.00	$0.00
1	SVC132AD	ASTRO25 REMOTE SITE	$0.00	$0.00
1	SVC137AD	ASTRO25 DISPATCH SITE	$35.09	$421.08
	SVC02SVC0001C	SP - MICROWAVE SERVICES		
1		NETWORK(S)	$574.45	$6,893.40

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$10,544.62	$126,535.44
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$10,544.62	$126,535.44
Taxes	-	-
Grand Total	$10,544.62	$126,535.44

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

	Subcontractor(s)	**City**	**State**
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA - T9 SYSTEM MGR NON IL (CE546)	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Keith Antoff 618 219-2721

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Joplin, City Of
Contract Number: S00001011659
Contract Modifier: RN30-JAN-13 10:39:44
Contract Start Date: 06/01/2013
Contract End Date: 05/31/2014

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge,a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement,the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services,Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT
Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order,acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work,but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"),whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
Revised Jan 1, 2010

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 4, 2013

Item: Council Bill No. 2013-605 amending Section 86-152, Admission fee, of the Code, to set the pool admission fees for three City aquatic facilities.

Attachments: 1) Agreement
2) Council Bill No.2013-605
3) 2013 Pool Fees Structure
4) 2013 Pool Pass Reduced Rate Application
5) 2013 Pool Membership Application

Parks and Recreation: Chris Cotten	Date: 2/25/13
Risk Management Director: Reba Snavely	Date: 2/26/13
Finance Department: Leslie Jones	Date: 2-25-13
City Attorney: Peter Edwards	Date: 2/25/13
City Manager: Mark Rohr	Date: 2/22/13

Recommended Action: Set the prices for the three city aquatic facilities.

Background: At the informal city council meeting on February 4, 2013 options for admission fees were discussed.

Discussion:
As a result of the discussion on February 4, proposed rates for the Ewert Family Aquatic Center will be $2.50 for children & $3.50 for adults. Rates at Cunningham will be $3.00 and $4.00 respectively while rates at the new Schifferdecker facility will be $4.00 and $5.00 for admission.

Additionally, offering a discount for those in need was also discussed. Staff recommends the use of a reduced rate application which allows a seasonal pool pass to be purchased for a 50% discount. All pool passes look the same and when presented to gain entrance to the facility there will be no way for other patrons to discern that a family is unable to pay the normal fee structure.

Recommendation: Staff recommends the approval of this agreement

CC

COUNCIL BILL NO. 2013-605 ORDINANCE NO.

AN ORDINANCE amending Article V. Swimming Pools, Section 86-152., Admission fee., of the Joplin City Code, to set the pool admission fees for the three (3) City aquatic facilities.

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

Section 1. That Section 86-152. Admission fee., be and hereby is amended to read as follows:

"Sec. 86-152. - Admission fee.

(a) The pool admission fee for Schifferdecker Family Aquatic Center shall be $5.00 for adults over 15 years of age, and $4.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(b) The admission fee for Ewert Family Aquatic Center shall be $3.50 for adults over 15 years of age and $2.50 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(c) The admission fee for Cunningham Family Aquatic Center shall be $4.00 for adults over 15 years of age and $3.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(d) The supervisor, with the approval of the parks and recreation board, shall have authority to set certain times when there shall be no admission fee for swimming in the municipal pools, and the park supervisor shall have the authority to place certain restrictions on free admission.

(e) Season passes for all municipal swimming pools.

(1) A family (three or more) season pass shall be $125.00 per family per year.

(2) An adult individual, aged 18 years and older, season pass shall be $70.00 per person per year.

(3) A youth individual, aged 17 years and under, season pass shall be $60.00 per person per year.

(4) A senior citizen season pass shall be $60.00 per

person per year.

(f) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(g) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(h) The Director of Parks and Recreation is hereby authorized to establish a program granting a reduced rate, up to fifty percent (50%) for pool memberships based upon family income."

Section 2. That the Pool Party Rental Rates attached hereto as Exhibit "A" be, and the same are, hereby approved.

Section 3. That the Application Form for Reduced Rate Memberships and the Pool Membership Application Form being attached hereto as Exhibits "B" and "C" respectively, be, and the same are, hereby approved.

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

Pool Party Rental Rates

Pool Party Rental Rates are good for up to 75 people. After 75 people we charge additional fee per pool.

Pool Party times available:
6:30-9:30pm

Ewert Family Aquatic Center ($2.50/person after 75 people)
(Friday-Sunday)
$125/hour rental
$250/2 hour rental

Cunningham Family Aquatic Center ($3/person after 75 people)
(Monday-Sunday)
$125/hour rental
$250/2 hour rental
$375/3 hour rental

Schifferdecker Family Aquatic Center ($4/person after 75 people)
Lazy River Swim Area (Monday-Sunday)
$125/hour rental
$250/2 hour rental
$375/3 hour rental

Lap Swim Area (Friday-Sunday)
$125/hour rental
$250/2 hour rental
$375/3 hour rental

Whole Facility (Friday-Sunday)
$200/hour rental
$400/2 hour rental
$600/3 hour rental

****Additional Fees for Cunningham and Schifferdecker Aquatic Centers:
$20/hour for the use of lights

Exhibit "A"

2013 City of Joplin Pool Rates

Ewert Family Aquatic Center

Children 3-15	$2.50
Adults 16 & Up	$3.50
Children 2 & Under	FREE

Cunningham Family Aquatic Center

Children 3-15	$3.00
Adults 16 & Up	$4.00
Children 2 & Under	FREE

Schifferdecker Family Aquatic Center

Children 3-15	$4.00
Adults 16 & Up	$5.00
Children 2 & Under	FREE

Season Pass Information

Family	$125
Individual 18 & Up	$70
Individual 3-17	$60
Senior 60 & Up	$60
Additional Family Member	$15

***Reduced rate of 50% for those that qualify. See attached sheet for more information.

City of Joplin
Parks and Recreation
Reduced Rate Application

JOPLIN PARKS AND RECREATION DEPARTMENT

The City of Joplin is offering a 50% reduced rate program for our 2013 pool memberships. This program is available for those that qualify and provide the necessary documentation. For more information contact us by calling 417-625-4750.

Please answer the following two questions to help you decide if you qualify

Section A

1. I live in the city limits of the City of Joplin **YES** **NO**

If you answered YES move to Section B, If you answered NO then you do not qualify

Section B

2. Please check all that apply

( ) I receive WIC assistance ( ) I receive MO HealthNet Managed Care

( ) I receive Food Stamp assistance

( ) I receive Medicaid assistance

If you checked at least one above please complete the Applicant Information below. If you did not check one above then you do not qualify.

Applicant Information (Please print legibly) Today's Date:_____

Last Name:_____First:_____Middle Initial_____

Street Address:_____Apt or Unit #:_____

City of Joplin, State of Missouri ZIP:_____

Home Phone:_____Cell Phone:_____Work Phone:_____

Email:_____

ALL OTHER MEMBERS OF HOUSEHOLD TO BE REVIEWED FOR BENEFITS

(Attach a separate page if necessary)

Last Name:_____First:_____Birthdate:_____

Last Night:_____First:_____Birthdate:_____

Last Name:_____First:_____Birthdate:_____

Last Night:_____First:_____Birthdate:_____

Last Name:_____First:_____Birthdate:_____

For a list of documentation needed see other side

Exhibit "B"

Part A ***Provide one or more of the following documentation:***

Proof of Residency-Applicants must live in the city limits of Joplin. Provide a current copy of one of the following:

Missouri ID or license
Property Tax receipt
Utility bill (cable, electric, water or phone)

Part B ***Provide one of the following for applicant verification:***

Drivers License
Student Picture ID
Other Photo ID
Social Security Card

Part C ***Provide one or more of the following documentation:***

Medicaid-A copy of each family member's current Medical Authorization Card or a letter of verification of the Medicaid status. Copy all cards on one page, separate pages are not necessary. Letters of Medicaid status will be valid for 6 months from the date of issue. Only family members with Medicaid can be qualified.

WIC-A letter of verification of the WIC status. Letters of WIC status will be valid for 6 months from the date of issue. Only family members with WIC can be qualified.

Food Stamps– A letter of verification of Food Stamp status.

Missouri HealthNet Managed Care—Need to show an approval letter from the Family Support Division county office that is valid. Copy of current MO HealthNet identification card is also acceptable. Information on applications for MO HealthNet Managed Care may be made by phone by calling (888) 275-5908.

Signature of Applicant_____**Date**_____

CITY STAFF USE ONLY

Date Received_____**Date Approved**_____

Authorized City Staff Signature_____

2013
Pool Membership
Application #_____

JOPLIN PARKS AND RECREATION DEPARTMENT

3301 West 1st Street • Joplin, Missouri 64801 • 417-625-4750 • joplinparks.org

Membership Type
(check one)

- ☐ $125 Family (3 or more)
- ☐ $70 Adult Individual (18 and older)
- ☐ $60 Youth Individual (17 and under)
- ☐ $60 Senior Individual (60 and older)

Ages 2 and under FREE

Payment Type
(check one)

- ☐ Master Card
- ☐ Visa
- ☐ Discover
- ☐ Cash
- ☐ Check

Card #_____

Exp. Date:_____

Name on Card:_____

Check #:_____

Total:_____

Account Holder Name:_____

Home phone:_____ Cell phone:_____

Work phone:_____

Address:_____

City:_____ State:_____ Zip:_____

Email:_____

Family Member Names (age is required for each person)

Card holder names	Age	Parent/Child/Sitter
_____	_____	P C S
_____	_____	P C S
_____	_____	P C S
_____	_____	P C S
_____	_____	P C S

(Office use only)
Authorized Signature:_____ Date:_____

Date Paid:_____ Amount Paid:_____

Payment Type:_____

Authorized Signature:_____

CITY OF JOPLIN MISSOURI

Membership Benefits

- Receive $5 off per Swim Lesson Session
- FREE Admission into special events held at all Family Aquatic Centers
- FREE Admission for Adult Lap Swim

Lost, Stolen or misplaced cords must be replaced at a cost of $5/card

Exhibit "C"

City of Joplin

City Council Agenda Item

Requested Council Meeting Date: March 18, 2013

ITEM: COUNCIL BILL NO. 2013-609

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Council Bill No. 2013-609, Lease Agreement

FIRE CHIEF MITCH RANDLES: MDR — **DATE:** 3/12/13
CITY MANAGER MARK ROHR — **DATE:** 3/12/13
CITY ATTORNEY BRIAN HEAD: — **DATE:** 3-12-13

BACKGROUND:

Following the May 22, 2011 tornado, the City of Joplin initiated a program to upgrade and expand its outdoor warning siren system to allow for fewer siren activations and a wider area of siren coverage.

DISCUSSION:

The proposed Lease Agreement will allow the City of Joplin to install an outdoor warning siren at the Missouri Welcome Center. This site is currently outside of the coverage area of our existing siren system. This siren will provide warning to the thousands of visitors which stop at the center as they are entering Missouri each day. The lease agreement is for a small portion of MODOT property at the Missouri Welcome Center located at mile marker 1.0 on the East bound side of I-44. The cost of this lease is one Dollar ($1.00) annually and the lease is in effect until the year 2038.

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-609 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City to Lease property from Missouri Department of Transportation, for the installation and utilization of an outdoor warning siren at the Joplin Welcome Center, and authorizing the Fire Chief to execute the Lease Agreement by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the Lease Agreement between the City of Joplin and Missouri Department of Transportation, by the City of Joplin, Missouri, whereby the City will lease a parcel of land from the State of Missouri at the Missouri Welcome Center on Interstate 44 at Mile Marker I for the installation and utilization of an outdoor warning siren, is hereby approved.

Section 2. That the Fire Chief is hereby authorized and directed to execute said Lease Agreement Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with the immediate preservation of the public peace, property, health and safety for the City of Joplin, is an emergency within the meaning of Section 2.12(1) 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.

_____
Melodee Colbert-Keen, 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: March 18, 2013

Item: DEVELOPMENT PLANS – E. SIDE ST. LOUIS BETWEEN 7TH & 8TH
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg T.B. FOR DAVID Date: 3/12/2013
City Attorney: Brian Head Date: 3-12-13
City Manager: R. Mark Rohr Date: 3/12/13
Board or Commission: Planning and Zoning Commission MBW Date: 3/11/2013

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

SUMMARY/REQUEST:
Case 014-13: A request for a Site Plan Review for the development of a commercial automotive repair shop in a C-3 PD (Commercial – Planned Development) zoning district.

STAFF SUMMARY:
This property was rezoned in February, 2013. The development is consistent with the policies of the Comprehensive Plan.

Staff recommends approval of Case 014-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Richard Nixon presented some conceptual drawings for Nixon's Garage at 721 South St. Louis. He has met with Mr. Wright and the Planning and Zoning staff for compliance with current design standards. He presented a conceptual site plan with a proposed landscape plan and a floor plan with two conceptual elevations. He feels that this project would be a benefit to the City of Joplin and the surrounding community.

Mr. Nixon stated that he originally planned a steel building, but after doing more research, he plans a completely stone building. The entire perimeter of the building will be stone from ground level, with the height being 17 feet, 4 inches. The building will have a pitched steel roof.

PUBLIC COMMENT:
None.

Mr. Harrington asked Mr. Bolander if a motion is required to add Case 014-13 to the agenda, and he replied yes.

MR. LANDRITH MOVED, SECONDED BY MR. SMITH, THAT CASE 014-13 BE ADDED TO THE AGENDA. THE MOTION CARRIED, WITH MR. BROWN, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Case 014-13: East side of South St. Louis Avenue between Seventh and Eighth Streets – A request for a Site Plan Review for Nixon's Garage, an automotive repair business, in a C-3 PD (Commercial – Planned Development) zoning district – Nixon's Garage.

Mr. Harrington opened the public comment period for Case 014-13.

Mr. Richard Nixon, 720 South St. Louis Avenue, Joplin, presented some conceptual drawings for Nixon's Garage at 721 South St. Louis. He has met with Mr. Wright and the Planning and Zoning staff for compliance with current design standards. He presented a conceptual site plan with a proposed landscape plan and a floor plan with two conceptual elevations. He feels that this project would be a benefit to the City of Joplin and the surrounding community.

Mr. Nixon stated that he originally planned a steel building, but after doing more research, he plans a completely stone building. The entire perimeter of the building will be stone from ground level, with the height being 17 feet, 4 inches. The building will have a pitched steel roof.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 014-13.

MR. SMITH MOVED, SECONDED BY MR. LANDRITH, THAT THE SITE PLANS AS SUBMITTED IN CASE 014-13 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. BROWN, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Z&P Meeting: March 11, 2013
City Council Meeting: March 18, 2013

STAFF PLANNING REPORT
Site Plan Review

CASE 014-13:

A request for a Site Plan Review for the development of a commercial automotive repair shop in a C-3 PD (Commercial – Planned Development) zoning district.

NAME OF PROJECT: Nixon's Garage

LOCATION: East side of S. St. Louis Avenue between 7th and 8th Streets

APPLICANT: Rick Nixon

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-3 PD (Commercial – Planned Development)	Undeveloped	250' x 125' / 31,250 ft² / .72 acres

SITE CONTEXT:

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

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. St. Louis Avenue	Minor arterial	60'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DISCUSSION

This Site Plan Review is for the development of a 6,720 square foot automotive repair business. The rezoning to C-3 PD for this property was approved by the City Council in February 2013 (Council Bill No. 2013-255).

Access Management: The site will have three points of access. The primary access will be from S. St. Louis Avenue. Additional access points will be through the alley on the north property line and the alley on the east property line.

Parking: A total of 25 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 6,720 square foot building. The exterior of the building will be a mix of split face block and smooth block in different colored bands around all sides of the building.

Landscaping and Open Space: The site has provided landscaping, including street and parking lot trees. Additional landscaping, including shrubs and small evergreen trees, has been provided around the parking lot area.

Buffering: Although buffering is not required, a 6 foot fence will be provided around the southern half of the property to screen automobiles awaiting repair from view of neighboring properties. This was a concern addressed at the time of rezoning.

Stormwater Management: This site has provided on site detention at the southwest corner of the property.

Staff recommends approval of Case 014-13.

ENCLOSURES:

Site Plan/Landscape Plan, Building Elevations

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

RECEIVED 3-8-13

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

For Office Use Only
Case No: 04-13
Filing: $350.00
Date Advertised: N/A
Date Notices Sent:
Public Hearing Date: ↓

I. Name of Project: NIXON'S GARAGE

II. Location of Project: 721 ST. LOUIS

III. Name of Owner: RICK NIXON

IV. Name of Person who Prepared the Site Plan: STANLEY WEAVER TEAM 6 ARCHITECTURE

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:

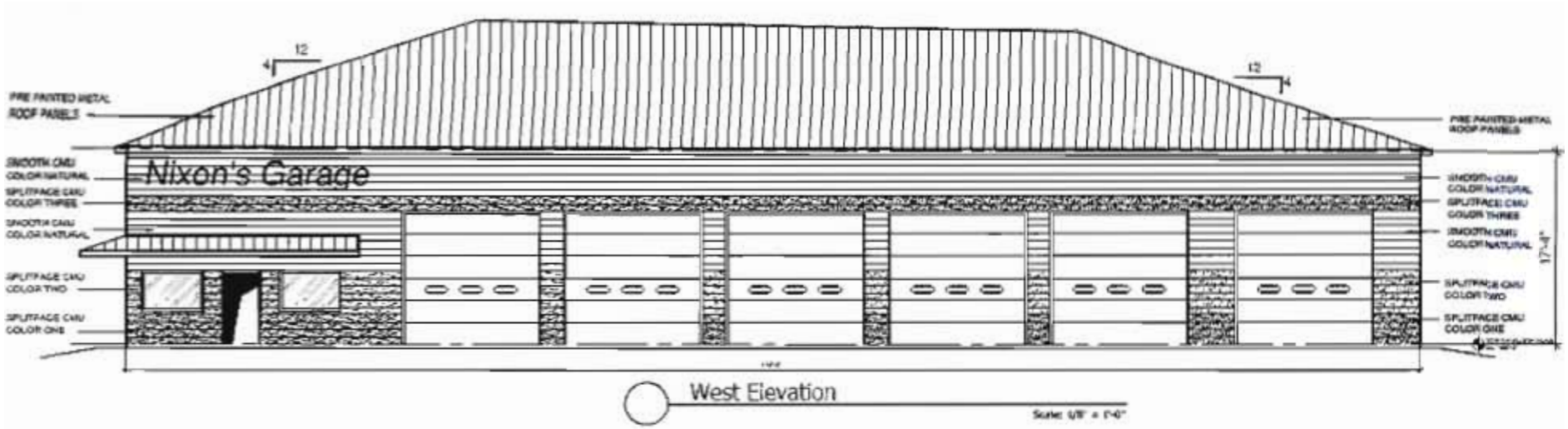
1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ☒ ☐

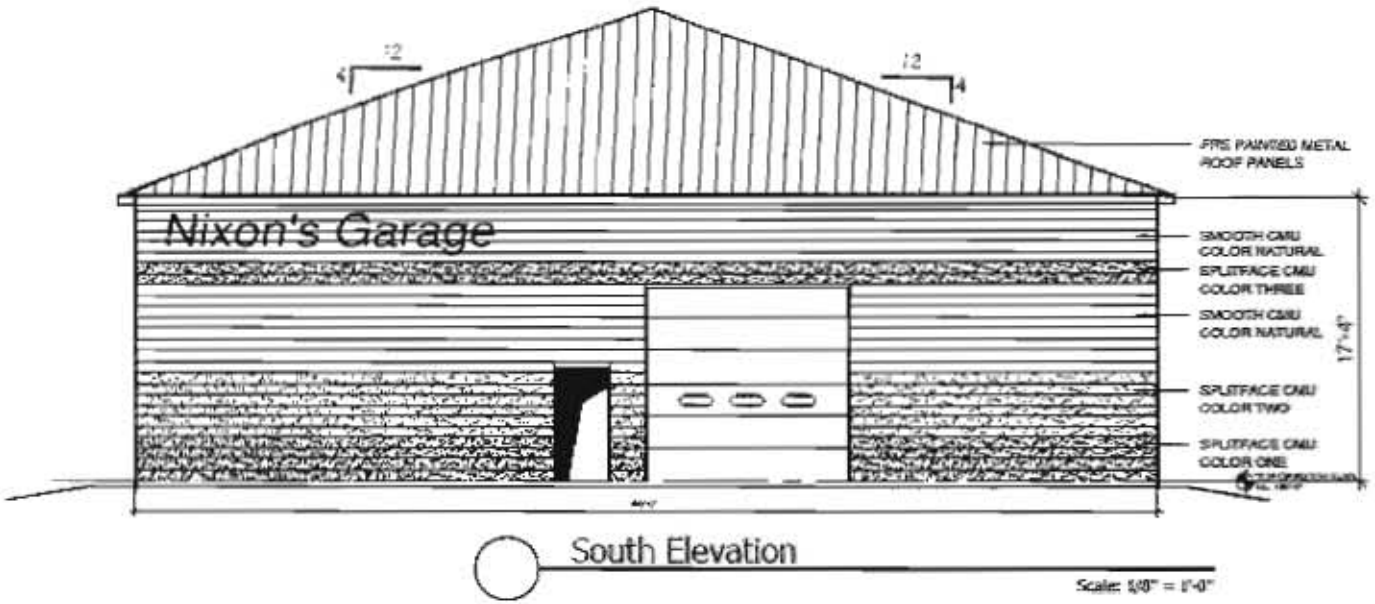
2. Maximum number of employees; ☒ ☐

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. ☒ ☐


Nixon's Garage
West Elevation



South Elevation

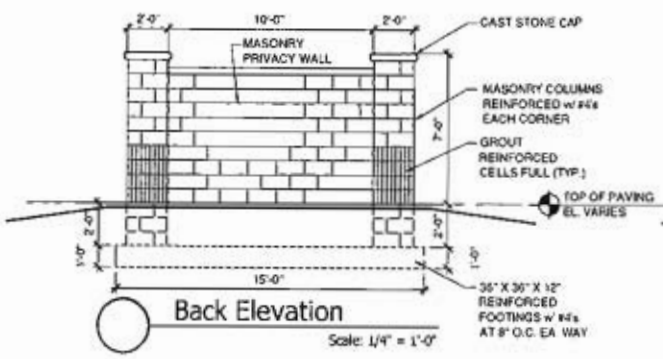
Scale: 1/8" = 1'-0"

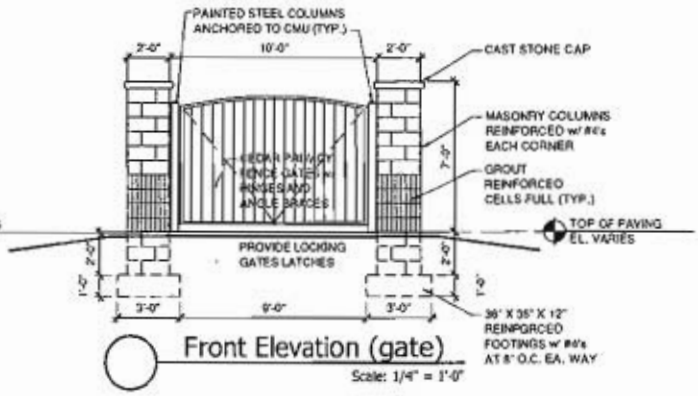
Proposed Plant Schedule

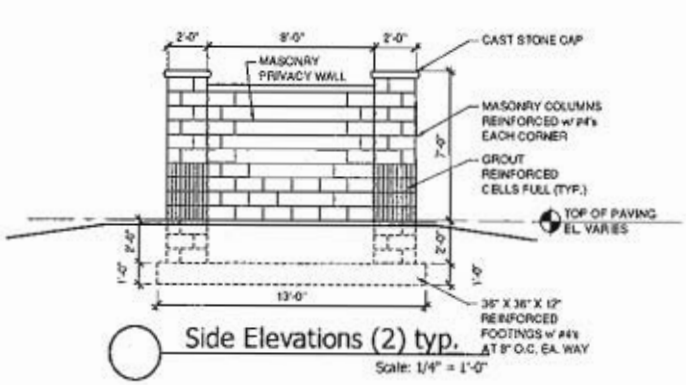
NO.	SYM.	COMMON NAME Botanical Name	SIZE/SPACING/ REMARKS
	NO SYMBOL	U-3 BERMUDA SOD	AS SHOWN
60		DWARF FOUNTAIN GRASS Pennisetum alopecuroides 'Hamlin'	1 GALLON 2' O.C.
8		DWARF MAIDEN GRASS Miscanthus sinensis 'Little Kitten'	5 GALLON 4' O.C. 24" MIN AT TIME OF PLANTING
0		GEORGIA PETITE INDIAN HAWTHORN Rhaphiolepsis x delacouri 'Georgia Petite'	5 GALLON 4' O.C. 24" MIN AT TIME OF PLANTING
14		CORAL DRIFT ROSE Rosa 'Meidriora'	
6		WINTER GEM BOXWOOD Buxus microphylla 'Winter Gem'	
7		NATCHEZ WHITE CRAPE MYRTLE Lagerstromia Indica 'Natchez'	
2		BLUE ATLAS CEDAR Magnolia grandiflora 'Little Gem'	
1		LIVE OAK Quercus virginiana	

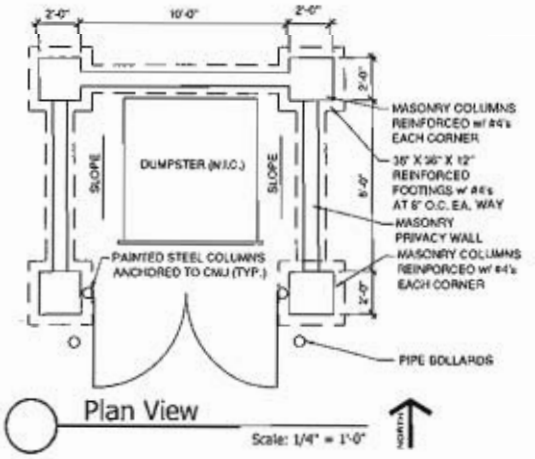
Landscape Plan Notes:

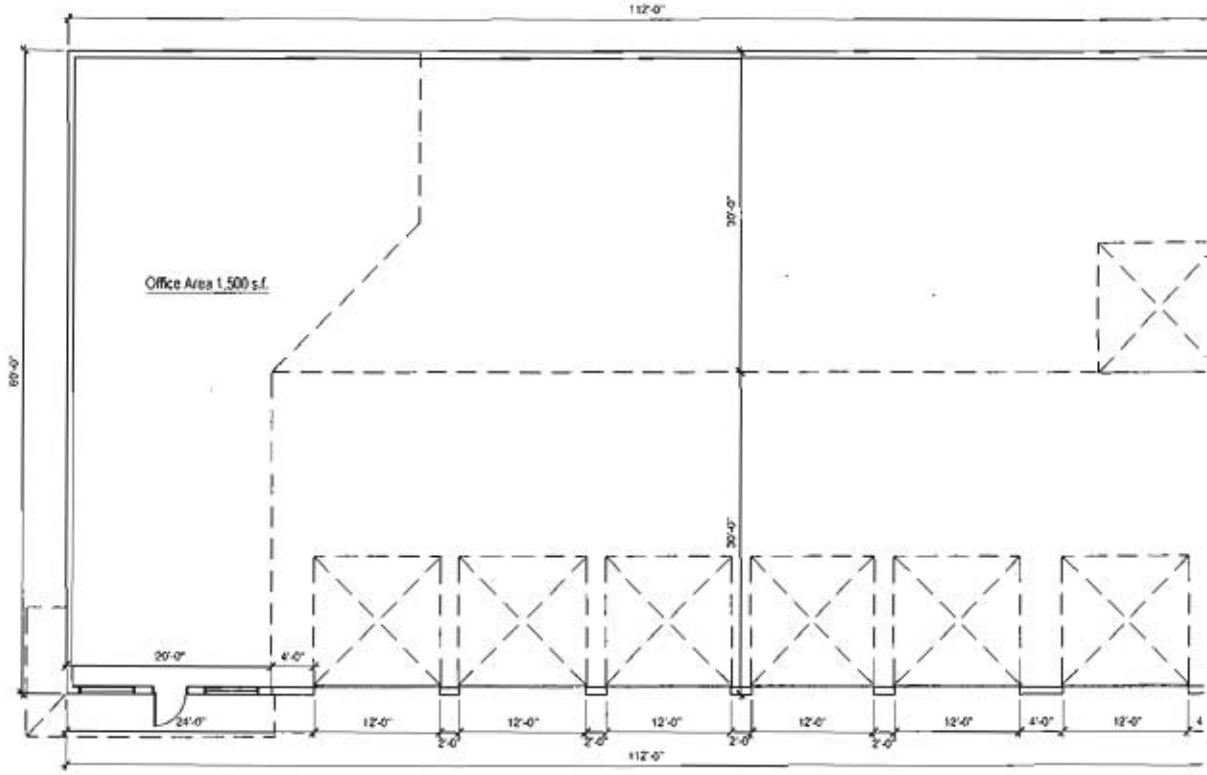
1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.
2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.
4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION, PRIOR TO COMMENCING WITH ANY WORK.
5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN AND THE OWNER'S REPRESENTATIVE.
6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.
7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN.
8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.
9. IN ALL PLANTING BEDS, WEEDS AND UNWANTED PLANT MATERIAL SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH TWELVE INCHES OF TOPSOIL AND SIX INCHES OF ORGANIC COMPOST TILLED INTO THE BEDS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE AT THE CONTRACTORS EXPENSE.
10. IRRIGATION TO BE REPAIRED IN THE FIELD.
11. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.





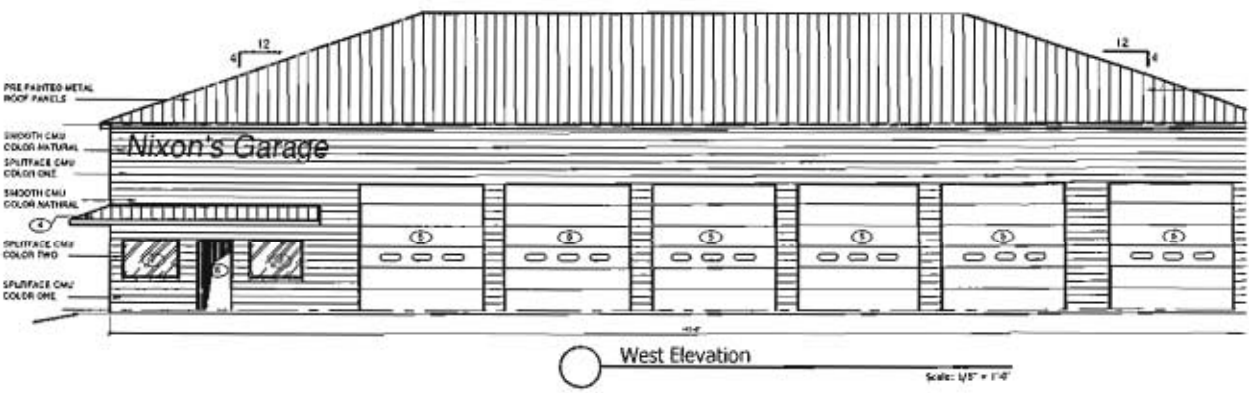






Floor Plan 6,720 s.f.

Scale: 1/8" = 1'-0"



West Elevation

Scale: 1/8" = 1'-0"



Case 014-13: A request for a Site Plan Review for the development of a commercial automotive repair shop in a C-3 PD (Commercial - Planned Development) zoning district located on the East side of South St. Louis Avenue between 7th and 8th Streets. - Nixon's Garage

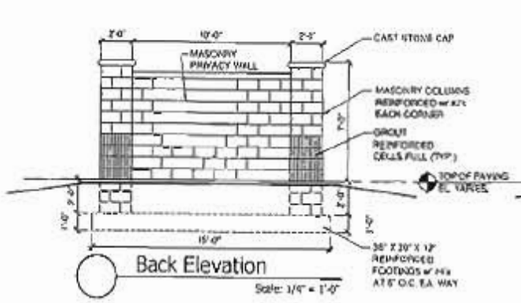
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Proposed Plant Schedule

NO.	SYM.	COMMON NAME Botanical Name	SIZE/SPACING/ REMARKS
	AS SHOWN	U-3 BERMUDA SOD	AS SHOWN
65		DWARF FOUNTAIN GRASS Pennisetum alopecuroides 'Hameln'	1 GALLON 2' O.C.
8		DWARF MAIDEN GRASS Miscanthus sinensis 'Little Kitten'	5 GALLON 4' O.C. 24" MIN AT TIME OF PLANTING
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2		BLUE ATLAS CEDAR Magnolia grandiflora 'Little Gem'	
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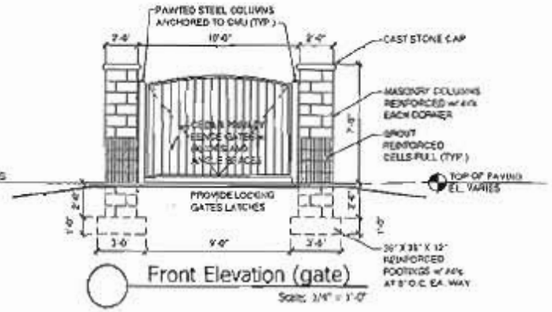
Landscape Plan Notes:

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6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.
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8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.
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10. IRRIGATION TO BE REPAIRED IN THE FIELD.
11. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.



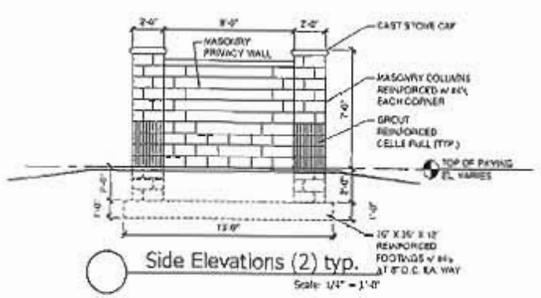
Back Elevation

Scale: 1/4" = 1'-0"



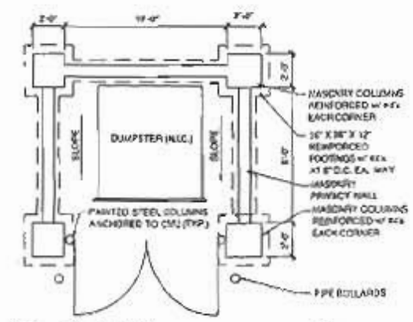
Front Elevation (gate)

Scale: 1/4" = 1'-0"



Side Elevations (2) typ.

Scale: 1/4" = 1'-0"



Plan View

Scale: 1/4" = 1'-0"

Project Information

CLIENT: NIXON'S GARAGE 721 ST LOUIS JOPLIN, MISSOURI

ZONED: CDPD

PROPERTY AREA 31,322 S.F.
SITE FLOOR AREA RATIO 6,720 S.F. / 31,322 S.F. = .21

OCCUPANCY: S1 STORAGE MODERATE-HAZARD, AUTOMOTIVE REPAIR GARAGE

PROPOSED BUILDING AREA: 6,720 S.F. (1,500 S.F. OFFICE AND 5,220 GARAGE)
PROPOSED FENCE MATERIALS TO BE LOW MAINTENANCE VINYL

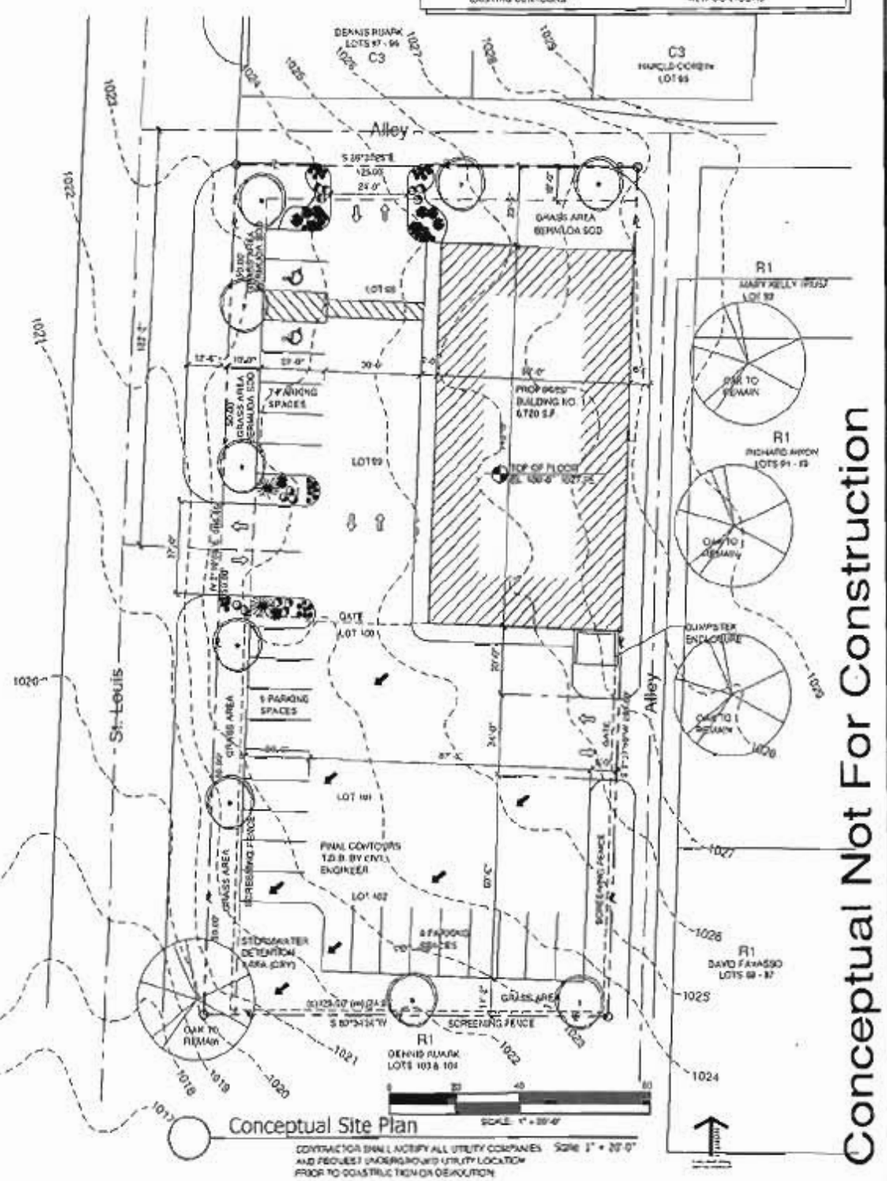
20 PARKING SPACES REQUIRED w/ (1) H.C. ACCESSIBLE 6 EMPLOYEE'S w/ 7 BAYS
6 X 1 = 6 + 7 X 2 = 14 TOTAL 20 SPACES
25 PARKING SPACES PROVIDED w/ (2) H.C. ACCESSIBLE

PARKING LOT LIGHTS SHALL BE 400W METAL HALIDE CUT OFF FIXTURES ON 30' POLES MOUNTED ON 30" CONCRETE PEDESTALS.

UTILITY SERVICES TO PROPOSED BUILDINGS WILL BE DETERMINED BY MEP ENGINEER AND COORDINATED WITH UTILITY COMPANIES AND CITY OF JOPLIN DURING DESIGN DEVELOPMENT PHASE.

SURVEY PROVIDED BY STEWART & NEECE LAND SURVEYING. DOES NOT INDICATE EASEMENTS AND SHOULD BE VERIFIED BY OWNER.

930 EXISTING CONTOURS — 930 NEW CONTOURS



Conceptual Site Plan

CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND REQUEST UNDERGROUND UTILITY LOCATION PRIOR TO CONSTRUCTION OR DEMOLITION

Scale: 1" = 20'-0"

REVISED

Consult Conversion
F.B.C.I.
ALDEN "TRACE" HAWKE
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trace.hawke@yahoo.com

410 S. Adele
Joplin, Missouri 64801
ph 417.626.0228 f: 775.248.5115
marc@teamsixarch.com

Project Architect
TEAM 6 ARCHITECTURE L.L.C.

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011102965

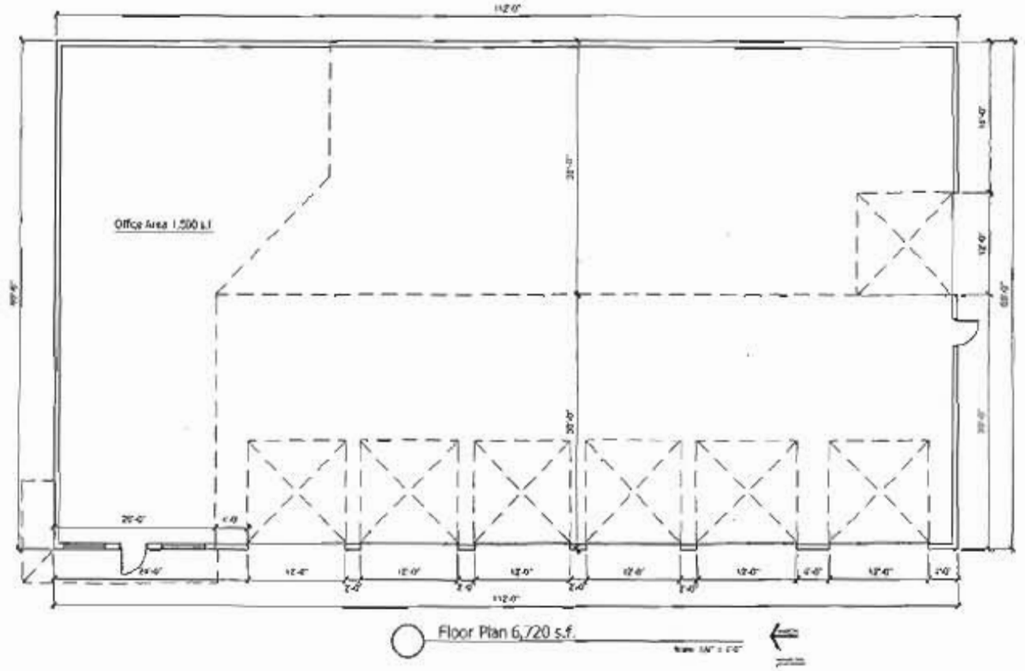
9/10/19

Conceptual Not For Construction

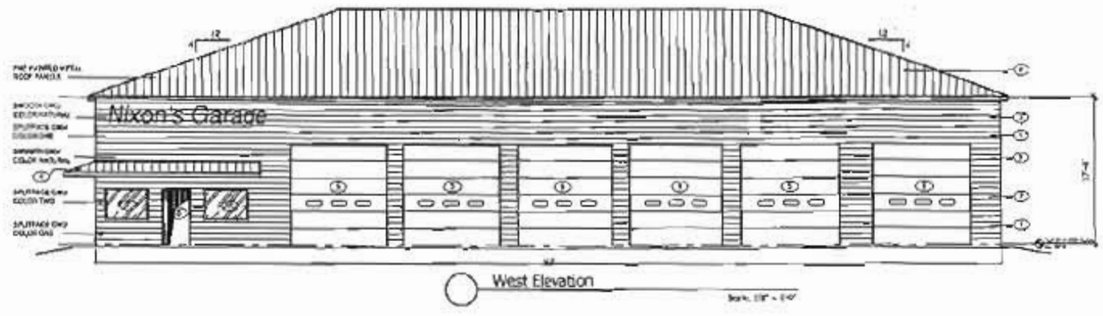
A New Building for
Nixon's Garage
721 Saint Louis
Joplin, Missouri

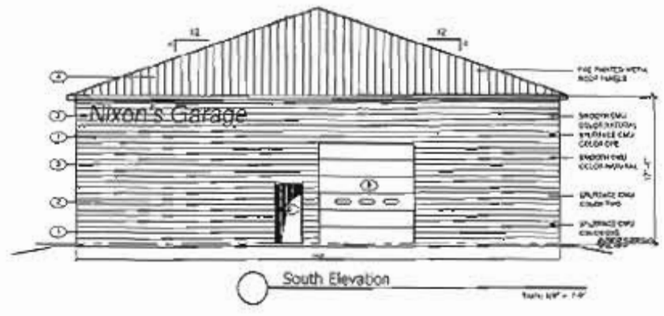
DRAWN BY
slw
CHECKED BY
slw
DATE
March 2013
SCALE
As Indicated
PROJECT NUMBER
1309
Conceptual Site Plan

SP1



Material Schedule		
Mk.	Material	Manufacturer - Color
1	SPLITFACE CMU	ACME OR JEM CHARCOAL
2	SPLITFACE CMU	ACME OR JEM RED
3	SMOOTH CMU	ACME OR JEM NATURAL
4	METAL ROOF PANELS	ALLMADE STANDING SEAM,RED OR GRAY
5	PAINTED OVERHEAD DOOR	CLOPAY OR OVERHEAD DOOR,BRAND WHITE
6	PAINTED ENTRY DOOR	STANLEY STEEL ENTRY DOOR, WHITE
7	ALUMINUM FRAMED WINDOW	KAWNEER-451T VG MILL FINISH ALUMINUM





REVISED

General Contractor:
F.B.C.I.
ALDEN "TRACE" HAWKE
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hakellerhawke@yahoo.com

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Joplin, Missouri 64801
P: 417.625.5005 F: 775.248.5155
teamsixarchitecture@gmail.net

Project Architect
TEAM 6 ARCHITECTURE L.L.C.

STANLEY WAYNE HAWKE
NUMBER A-2006012361
ARCHITECT
9/9/13

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029651

Conceptual Not For Construction

A New Building for
Nixon's Garage
721 Saint Louis
Joplin, Missouri

DRAWN BY
glw
CHECKED BY
glw
DATE
March 2013
SCALE
As Indicated
Ed Project
1309
Conceptual Elevations

A1