INFORMAL AGENDA

January 3, 2012

5:15 p.m.

1 Discussion of Stadium/Complex naming

2. Discussion of Mother Road Marathon

3. Any other business

COUNCIL AGENDA

January 3, 2012

6:00 P.M., Council Chambers

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**
   Doug Doll to present the Semi Annual Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearings Procedures

   1.COUNCIL BILL NO. 2012-250 - AN ORDINANCE providing for the vacation of a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the north right-of-way line of 20th Street north approximately 186 feet to the southeast corner of Lot 61 in the City of Joplin, Jasper County, Missouri.(Request by C. Allyn and Pennie Burt. Planning and Zoning recommended tabling to their January meeting.)

   2. COUNCIL BILL NO. 2012-251- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 4720 South Indiana Avenue in the City of Joplin, Newton County, Missouri. (Requested by Mercy Health Systems-Joplin, Inc. Planning and Zoning recommended approval.)

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

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

3. RESOLUTION NO. 2012-001- A RESOLUTION granting a Special Use Permit (First Request) to Mercy Health Systems for the operation of a heliport in the area bound by I-44, Main Street, 50th Street, and Indiana Avenue, in the City of Joplin, Newton County, Missouri. (Requested by Mercy Health Systems-Joplin, Inc. Planning and Zoning recommended approval.)

8. Consent Agenda

1. Minutes of the December 19, 2011 Special Council Meeting

2. COUNCIL BILL NO. 2011-604 – AN ORDINANCE amending Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending subsection (4) of Subsection (a) of Section 86-6, Fees for Parks Program and Parks Facilities, Adult softball program, to implement certain fee rates for use of softball fields; and setting a date when this ordinance shall become effective.

9. Resolutions

1.RESOLUTION NO. 2012-002 – A RESOLUTION recognizing Victor Sly upon his retirement of twenty years of active service as a Police Officer within the City of Joplin Police Department.

2. RESOLUTION NO. 2012-003 - A RESOLUTION authorizing the offering for sale of refunding certificates of participation for the City of Joplin, Missouri.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012–100 - AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 815 Chestnut. in the City of Joplin, Missouri, for the amount of One Thousand Nine Hundred Eighty Nine and no/100 Dollars ($ 1,989.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

2. COUNCIL BILL NO.2012–101 - AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and clearing of lot area located at 905 S. Iowa. in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Thirty and no/100 Dollars ($ 2,130.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3. COUNCIL BILL NO. 2012-102 - AN ORDINANCE approving the purchase of right of way from property at 1812 Harlem Avenue, consisting of part of Joplin Misc. Parcel 64, Lot Numbered 46 in Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand and 00/100 dollars ($2,000.00) and containing an emergency clause.

4. COUNCIL BILL NO. 2012-103 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way on part of Joplin Misc. Lots 13 and 14 in Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, to be utilized for street and drainage improvements at Maiden Lane and Junge Blvd., directing the City Attorney to commence an action to obtain said right of way; and containing an emergency clause.

5. COUNCIL BILL NO. 2012-104 - AN ORDINANCE approving the contract with Mid Continental Restoration. in the amount of Fifty Two Thousand Five Hundred Fifty Five and 26/100 Dollars ($52,555.26) for the Masonry at 716 S Main, providing how the cost shall be made and levied; and containing an emergency clause.

6. COUNCIL BILL NO. 2012-105 - An Ordinance approving that the contract be awarded to Sprouls Construction Inc. in the amount of Forty Thousand Nine Hundred Thirty Six Dollars and 50/100 Dollars ($40,936.50) for the City Sidewalk & Curb repair 2011 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

7. COUNCIL BILL NO. 2012-106 -AN ORDINANCE approving the contract with Dalton Killinger Construction in the amount of Five Hundred Ninety Seven Thousand Four Hundred Ninety One and 40/100 Dollars ($597,491.40) for the Cunningham Pool Repair project, providing how the cost shall be made and levied; and containing an emergency clause.

8. COUNCIL BILL NO. 2012- 107- AN ORDINANCE authorizing the City to enter into an Agreement with the Missouri Department of Transportation for the Intersection of Minnesota Avenue and Murphy Boulevard in the amount not to exceed Twenty Thousand and no/100 Dollars ($20,000.00) and containing an emergency clause.

9. COUNCIL BILL NO. 2012 - 450 - AN ORDINANCE approving a Cooperative Agreement by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2013, for the amount not-to-exceed Five Hundred Thousand Dollars and no Cents ($500,000.00), to support soil testing and remediation activities associated with tornado response; authorizing the Director of Finance to amend the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011, and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

10. COUNCIL BILL NO. 2012-600 - AN ORDINANCE approving an Agreement between the City of Joplin and Propaganda Communications for marketing services related to the Convention and Visitor's Bureau; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

11. COUNCIL BILL NO. 2012-601- AN ORDINANCE amending the City of Joplin Employee Manual, Policy No. 8.3, Alcohol and Drug-free Workplace Policy to make certain changes required by law and by the Federal Transit Administration and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2012-250- AN ORDINANCE providing for the vacation of a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the north right-of-way line of 20th Street north approximately 186 feet to the southeast corner of Lot 61 in the City of Joplin, Jasper County, Missouri.

2. COUNCIL BILL NO. 2012-251 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 4720 South Indiana Avenue in the City of Joplin, Newton County, Missouri.

12. Ordinances – Second Reading

13. Ordinances - Third Reading

14. Unfinished Business

15. New Business

1. 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, 2011. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Notice posted at 4:30 p.m. on this the 29th day of December, 2011. (RSMo 610.020)

INFORMAL NOTES

December 19, 2011

5:15 p.m.

Parks and Recreation Director Chris Cotten will present the Parr Hill Redevelopment Concept	Chris Cotton, Parks and Recreation Director presented to Council proposed park redevelopment concept plans including trails. He said two groups; the Masons wanted to donate a shelter and the Peace Lutheran Church wanted to donate a playground. He further stated a dog park and it was mentioned by council a concrete pad to shampoo their dogs. It would take $30,000 for a water spray but their is no funding for one right now. He said there is space for a skate park with skate pods and he has a floor plan for one. Council agreed to go forward with Parr Hill Park Concept plans. Chris is to write an article for the paper for the dog park for Parr Hill storm and rebuilding plan.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES

December 19, 2011

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael Woolston.

ROLL CALL
All were present

INVOCATION - read by City Clerk, Barbara Hogelin

FLAG SALUTE

Led by Mr. Scearce

PRESENTATIONS

Civilian Service Award Presentation to Mr. Gary Rockrohr by Sergeant West of the Joplin Police Department. Sgt. West presented the Civilian Service Award to Gary Rockrohr.

Discussion of Statement of Interest for Master Developer. Council Member Trisha Raney, along with staff member Troy Bolander and members of the CART committee Jane Cage and Rob O'Brian answered questions from the Council regarding development plans. Motion by Mr. Golden, Second by Mr. Scearce to proceed with the development plans. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the November 30, 2011 Special Council Meeting

Minutes of the December 5, 2011 Council Meeting

COUNCIL BILL NO. 2011-041 –AN ORDINANCE amending Ordinance No. 2011-001 authorizing the issuance of $26,000,000 principal amount of Sewerage System Revenue bonds (State of Missouri – Direct Loan Program) Series 2011A of the City of Joplin, Missouri, and prescribing other related matters. Ordinance No. 2011-160

COUNCIL BILL NO. 2011-280 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located at 3201 and 3209 South Pearl Avenue in the City of Joplin, Newton County, Missouri. Ordinance No. 2011-161

AMENDED COUNCIL BILL NO. 2011-281 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-1-PD property as described below and located at 1909 South Ohio Avenue, 1902 South Indiana Avenue, 1906 South Indiana Avenue, and 1928 South Indiana Avenue, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2011-162

RESOLUTIONS

ORDINANCES-EMERGENCIES

COUNCIL BILL NO. 2011-191

Mr. Shaw introduced Council Bill No. 2011-191. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2011-191. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2011-163

AN ORDINANCE approving a change order with Hunter Chase & Associates for the Downtown Streetscape V Project in the amount of One Hundred Forty Seven Thousand Forty Six and 00/100 Dollars ($147,046.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

COUNCIL BILL NO. 2011-192

Mr. Glaze introduced Council Bill No. 2011-192. Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2011-192. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2011-164

AN ORDINANCE approving the City of Joplin to enter into an Agreement for Grade Separation with MoDOT, Jasper County and the Kansas City Southern Railway Company for the Zora and Main Project in the City of Joplin and authorizing the Director of Public Works of the City of Joplin to execute said Agreement; and containing an emergency clause.

COUNCIL BILL NO. 2011-194

Mr. Glaze introduced Council Bill No. 2011-194. Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2011-183. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2011-165

COUNCIL BILL NO. 2011-194 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Camcor Environmental to provide professional services for the Certified Asbestos Inspection in the amount of Twenty Three Thousand Ten Dollars and No/100 Dollars ($23,010.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause. Motion by Mr. Glaze, Second by Ms. Colbert-Kean to Adopt Council Bill No. 2011-194. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

COUNCIL BILL NO. 2011-195

Ms. Colbert-Kean introduced Council Bill No. 2011-195. Motion by Ms. Colbert-Kean, Second by Mr. Seibert to Adopt Council Bill No. 2011-195. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

The Council Bill was declared Adopted and entitled Ordinance No. 2011-166

AN ORDINANCE authorizing the City to enter into an Agreement with the Missouri Department of Transportation for the Zora and Main project in the amount of Nine Hundred Forty One Thousand Three Hundred Nine and 85/100 Dollars ($941,309.85) and containing an emergency clause..

COUNCIL BILL NO. 2011-196

Mr. Seibert introduced Council Bill No. 2011-196. Motion by Mr. Seibert, Second by Ms. Colbert-Kean to Amend Council Bill No. 2011-196 Section 1: changing the years to 2013 and 2023; and in Section 4: changing the jobs from between 45 and 50 new jobs. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Motion by Mr. Scearce, Second by Mr. Golden to Adopt Amended Council Bill No. 2011-196. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2011-167

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located along East 26th Street and owned by Coca Cola Bottling Company and containing an emergency clause.

COUNCIL BILL NO. 2011-507

Mr. Golden introduced Council Bill No. 2011-507. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2011-507. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2011-168

AN ORDINANCE approving a Purchase Order to be issued to Pierce Manufacturing to purchase two temporary fire engines to replace two engines destroyed by the tornado; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and, authorizing the City Manager to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2011-604

Mr. Seibert introduced Council Bill No. 2011-604. Motion by Mr. Seibert, Second by Mr. Scearce to Pass Council Bill 2011-604 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2011-604

AN ORDINANCE amending Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending subsection (4) of Subsection (a) of Section 86-6, Fees for Parks Program and Parks Facilities, Adult softball program, to implement certain fee rates for use of softball fields; and setting a date when this ordinance shall become effective.

ORDINANCES – SECOND READING

ORDINANCES – THIRD READING

COUNCIL BILL NO. 2011-043

Mr. Scearce introduced Council Bill No. 2011-043. Motion by Mr. Scearce, Second by Dr. Rosenberg to pass Council Bill No. 2011-043 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, 5. Nays: 4, Glaze, Seibert, Shaw, and Woolston.

The Council Bill was declared Adopted and entitled: ORDINANCE NO. 2011-169

AN ORDINANCE renumbering Article III. Officers and Employees of Chapter 2., Administration of the City of Joplin Code of Ordinances to include a new Division 1. Generally.; enacting a new Section 2-101.1., Employee – how construed. therein; and, enacting a new Division II., Probationary Period., of Article III., Officers and Employees., of Chapter 2., Administration of the City of Joplin Code of Ordinances, with new sections 2-120 Probationary period.; 2-121 Duration., 2-122 Removal., 2-123 Police officer certification., and 2-124 Administration., all of the City of Joplin Code of Ordinances.

UNFINISHED BUSINESS

NEW BUSINESS

Mayor Woolston recognized the Pittsburg State University Football team for winning the National Championship this past weekend.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:57.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC
City Clerk

Memo

To: Mark Rohr

From: Chris Cotten

Date: 12/27/2011

Re: Stadium/Complex naming

Mark –

At the last Parks and Recreation Advisory Board meeting a motion was made to name the new softball complex the "Gene Bassman Softball Complex" and the new baseball stadium "Wendell Redden Stadium". The motion was approved contingent on approval from the City Council.

According to his Joplin Sports Hall of Fame plaque, Gene earned the title of "Mr. Softball" in the City of Joplin because he directed the Joplin Softball Association from its inception in 1952 until his death in 1987. He also helped to raise the funds for the construction of the softball fields at Ewert Park, Redden Field and Bassman Field.

Wendell Redden served as the sports editor of the Joplin globe for over 40 years, coached youth baseball and was a founding member of the Joplin Sports Authority. He was also tournament director for Golden Gloves boxing and is a member of the Missouri and Joplin Bowling Halls of Fame as well as the Joplin Sports Hall of Fame.

PARKS AND RECREATION
ADVISORY BOARD MINUTES

December 13, 2011
5:00 PM
Joplin Athletic Complex
3301 West First
Joplin, MO 64801

DRAFT

MEMBERS PRESENT: George Bostick, Mark Brewer, Jerry Chew, Aaron Dorland and Paul Teverow were present.

ABSENT: Dawn Stickler and Amy York were absent.

GUESTS: Chris Cotten, Parks and Recreation Director
Paul Bloomberg, Recreation and Events Manager

MEETING CALLED TO ORDER: Jerry Chew called the regular meeting to order.

APPROVAL OF MINUTES: The November minutes were approved with a first by Paul Teverow and second by George Bostick.

OLD BUSINESS: Paul Bloomberg said he and Chris will go before City Council Monday to have softball fees approved. Paul recently checked with twenty other area towns to ask what they charge and based on their fees is proposing to charge the average of all the facilities which would be $100/field/day plus an additional $50/field/day for the usage of lights. Paul Teverow voiced a concern over the $50.00 light fee saying that put Joplin in the top three for highest fee. Paul Bloomberg explained that different months have different amounts of daylight and the light usage fee was based on an average amount. Paul also stressed that these are tournament rates, not league rates. Also, about 17 tournaments are already booked.

NEW BUSINESS:

Jerry Chew said Bill Scearce suggested to him that the Athletic Complex be renamed for Gene Bassman, who started softball years ago in Joplin. Also, that a baseball field be named for Wendell Redden, who was active in Joplin baseball for many years. After discussion Jerry Chew made the motion to rename the Athletic Complex the "Gene Bassman Softball Complex" and name one of the baseball fields the "Wendell Redden Field". George Bostick seconded the motion and all members voted "yea".

Chris said a possible redevelopment of Redden Field could be to turn it into a parking lot and move Little League South currently at the Wildcat Glades Audubon Center to Little League property across from the Redden parking lot. The Audubon Center would like to do away with the field at their location that Joplin Little League South is using and it could then bulldoze the area. Also, Chris would like to take back Gabby Street Field which is behind KODE TV, and asked if the board members were okay with that idea. All agreed it is a good idea.

Jerry Chew suggested talking with the people that own the McDonald's next to Garvin Park about buying the two houses next to it and then donating the land to the City for more park area. It was discussed that if they did the City could even put in McDonald style playground equipment. Jerry said he would approach the people and report back to the board.

REPORTS AND COMMUNICATIONS:

Chris Cotten said the recent earthquake seriously damaged the Northeast front corner of Memorial Hall. Chris has been talking with the insurance company regarding the damage. He said it is safe to continue using the building until the damage is repaired.

MONTHLY REPORTS:

The Parks and Recreation Board reviewed the reports for the Athletic Complex, Cemeteries, Memorial Hall and Schifferdecker Golf Course.

ADJOURNEMENT:

Jerry Chew made a motion to adjourn, second by George Bostick.

Judy Cawthra

DRAFT

City of Joplin

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

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

MEMORANDUM

TO: **Mayor Michael R. Woolston and Members of the City Council**

FROM: **David K. Hertzberg Director of Public Works**

DATE: **December 12, 2011**

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

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

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, and the progress toward completion of projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year. This is the nineteenth (19^{th}) such presentation.

Attachment: Capital Improvement Oversight Sales Tax Committee December 12, 2011 Semi-Annual Public Report.

Capital Improvement and Public Safety Oversight Sales Tax Committee
Semi-Annual Public Report
December 12, 2011

Introduction

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

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

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

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

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

Oversight Committee Members

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

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

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

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

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

Review of Oversight Committee Meetings

August 18, 2011

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Jones. Jack Schaller updated the committee on the FY 2011 stormwater improvements and maintenance activities and the capital improvements street program. Chris Cotten updated the committee on the parks activities. Jack Schaller, Mitch Randles, and Lane Roberts updated the committee on the public safety sales tax activities.

November 17, 2011

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Joel Gibson. Jack Schaller and Dan Johnson updated the committee on the FY 2011 stormwater improvements and maintenance activities and the capital improvements street program. Chris Cotten updated the committee on the parks activities. Jack Schaller, Mitch Randles, and Lane Roberts updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Doug Doll, will present this report on Monday, December 19, 2011.

Committee Observations

As of the Oversight Committee's last meeting on November 17, 2011, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level.

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

Respectfully Submitted,

Date: 12/6/11

Doug Doll,
Chairman

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

MINUTES
CAPITAL IMPROVEMENT AND PUBLIC SAFETY
SALES TAX OVERSIGHT COMMITTEE
REGULAR MEETING
NOVEMBER 17, 2011
4:00 P.M.

Call to order:

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, November 17, 2011. Present were Committee Members Charles Buchanan, Doug Doll, Don Goetz, and Eric Wood. Committee Member Charles Genesio arrived at 4:25 p.m. Committee Members Chris Churchwell, Keenan Cortez, Tom Franz, and Don Richardson were absent due to other obligations.

City Staff present were Joel Gibson, Accounting Manager; Chris Cotten, Parks and Recreation Director; Lane Roberts, Police Chief; Mitch Randles, Fire Chief; Jack Schaller, Assistant Public Works Director, and Dan Johnson, Civil Engineer.

Approve minutes from the August 18, 2011 meeting:

Mr. Doll asked for corrections or additions to the minutes from the previous meeting, and none were received.

MR. WOOD MOVED, SECONDED BY MR. GOETZ, THAT THE MINUTES OF THE AUGUST 18, 2011 MEETING BE APPROVED AS WRITTEN. THE MOTION CARRIED, WITH MR. BUCHANAN, MR. DOLL, MR. GOETZ, AND MR. WOOD VOTING IN FAVOR; AND WITH MR. CHURCHWELL, MR. CORTEZ, MR. FRANZ, MR. GENESIO, AND MR. RICHARDSON BEING ABSENT AT THIS TIME (4 IN FAVOR, 5 ABSENT).

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

Mr. Gibson gave those present reports outlining the revenues and expenditures for the parks and stormwater sales tax through October 31, 2011. The current tax issue sunsets on April 1, 2012. The beginning fund balance for FY 2012 is a negative figure of -$41,136 with receipts of $966,930. The interest income for FY 2012 totals $4,597, with other income totaling $3,000.

Parks:

Mr. Gibson discussed the expenditures and explained that the actual costs to date for parks total $1,672,033, with payments to the tax increment financing (TIF) developers totaling $28,745. The original projected cost for the Schifferdecker Park improvements totals $220,000, with the actual cost to date totaling $106,059. The projected cost for Spiva Park totals $20,000, with the actual cost to date totaling $15,400. The projected cost for the softball fields totals $881,104, with the actual cost to date totaling $1,842,721.

Mr. Schaller explained that the four fields in the softball complex are being completed, with the installation of bleachers, lighting, concession stands, and other improvements to make this complex a full facility. Mr. Cotten explained that these improvements should be completed by March 1, 2012.

Mr. Wood asked about the number of people utilizing the facility, and Mr. Cotten replied that the facility is currently not open. Mr. Schaller explained that a prefabricated concession stand has been purchased, with some of the revenues to be used for improvements to the well at the Schifferdecker Pond. The well needs to be lowered, with the pump needing replacement. The prefabricated concession stand has a wind load exceeding 150 miles per hour.

Mr. Cotten discussed watering the grass on the new softball fields and explained that the existing pump cannot keep up with the demand.

Mr. Doll asked about increasing the size of the pond. Mr. Schaller replied that the current pump is 30 years old, with the well needing to be lowered another 100 feet.

Mr. Wood asked if the concession stand will be bolted to a slab or if it will have straps, and Mr. Schaller replied a dead load construction with a footing slab.

Mr. Wood asked about the revenue from the tennis courts, and Mr. Cotten replied that there hasn't been any revenue since Joplin High School has been the only user at this time. The fee structure problems with the tennis courts will be addressed during FY 2012. Over 60 free tennis courts exist within 10 miles of the athletic complex.

Mr. Buchanan asked if the tennis courts are paved, and Mr. Cotten replied that all the courts are paved.

Mr. Wood asked if the consultant who recommended the tennis courts in the athletic complex took the other tennis courts into consideration, and Mr. Cotten was not sure. He thought the tennis courts and other amenities were based on public input.

Mr. Wood asked about reducing the fees for the tennis courts to promote more activity when the concession stand is open. He asked if the fee is $10.00 per hour, and Mr. Cotten that the fees will be reduced to $5.00 per hour. Mr. Schaller expressed the need to cover the utility costs.

Mr. Cotten explained that the tennis courts at Cunningham Park will not be replaced.

Stormwater:

Mr. Gibson discussed the expenditures for the stormwater projects. The projected cost for the Mohaska Ditch project was reduced from $593,104 to $110,000, with the actual cost to date being $59,636. The projected cost for 36th Street to Ferguson Road was reduced from $211,230 to $161,917, with $235,450 being spent to date. The revised projected cost for Porter Avenue and "B" Street is $820,000, with $38,156 being spent to date.

The projected cost for "C" Street west of Porter Avenue increased from $190,801 to $220,000, with the actual cost to date being $57,567. The projected cost for Eighth Street and Patterson

Avenue was reduced from $284,577 to $150,000, with $3,775 being spent to date. The projected cost for "B" Street west of Porter Avenue increased from $62,626 to $85,000, with $28,833 being spent to date. The projected cost for Texas Avenue from 32nd to 34th Streets was reduced from $317,987 to $110,000, with $73,477 being spent to date.

The projected cost for Joplin Avenue from 11th to 12th Streets increased from $329,443 to $400,000, with $223,541 being spent to date. The projected cost for Second Street west of Walnut Avenue was reduced from $78,480 to $75,000, with $32,297 being spent to date. The projected cost for 10th Street and Peters Avenue was reduced from $46,606 to $40,000, with $4,800 being spent to date.

The projected cost for Indiana Avenue from 20th to 22nd Streets was reduced from $1,324,861 to $550,000, with $179,092 being spent to date. The projected cost for Iowa Avenue increased from $1,379,048 to $1,450,000, with $130,955 being spent to date. The projected cost for Maiden Lane from 17th to 20th Streets was reduced from $593,339 to $350,000, with no expenditures at this time.

The projected cost for "A" Street west of Porter Avenue increased from $88,529 to $175,000, with $200,729 being spent at this time. The projected cost for Perkins Street west of Monroe Avenue increased from $120,926 to $130,000, with $12,184 being spent at this time. The projected cost for 24th Street and Meadow Avenue increased from $515,749 to $750,000, with $49,054 being spent at this time. The projected cost for 14th Street west of Joplin Avenue was reduced from $222,211 to $120,000, with $17,448 being spent at this time.

Mr. Doll asked Mr. Gibson if the actual costs to date are lower than the last projected cost figures, or if the figures have changed. Mr. Schaller explained that these projects aren't completed yet.

Mr. Wood understands the fluctuation on some of the projects and asked about the cost reduction on Indiana Avenue from 20th to 22nd Streets. Mr. Schaller explained that much of the existing piping can be used, reducing the cost by $800,000. The City staff will be meeting with the Joplin School District next week to discuss their plans for the high school area, which may change the area the City staff can work with. Some of this area may become an open ditch.

Mr. Genesio appeared for the meeting at this time (4:25 p.m.)

Mr. Schaller explained that the cost estimate for the Mohaska Ditch has decreased due to mitigation issues in this area. A couple of properties in this area were damaged prior to the tornado and cannot be rebuilt in the flood plain.

Mr. Johnson discussed the acquisition of properties in this area that lie in the flood plain. He commented that it would be good to move Mohaska Park across the ditch to create a larger park area with a parking lot off Jackson Avenue. The existing dirt roadway would be closed.

Mr. Schaller explained that this area has been dedicated for park land and that the City cannot sell it or dispose of it.

Mr. Schaller explained that the cost estimate for 36th Street and Ferguson Road has been reduced due to City forces completing this work, with only the materials being purchased. The

improvements at "B" Street and Porter Avenue and at "C" Street and Porter Avenue are awaiting litigation issues with Eagle-Picher regarding contaminated soil in this area.

The culvert at "A" Street and Porter Avenue is damaged beyond repair due to age and use, with this work being done by City forces. Design work is in progress for Eighth Street and Patterson Avenue. The improvements on Texas Avenue from 32nd to 34th Streets will be completed by City forces, with work beginning this winter.

The improvements on Joplin Avenue between 11th and 12th Streets are nearing completion. Construction was delayed due to utility issues in this area. AT&T had a very brittle phone line that could not be moved and stated it would take over a year for them to relocate this line.

The improvements on Second Street west of Walnut Avenue will be delayed until 2012, with this work being completed by City forces. Preliminary design work is completed for 10th Street and Peters Avenue, with the City staff to meet with the property owners before finalizing. The Maiden Lane drainage improvements will be combined with the roadway improvements.

The improvements on Perkins Street west of Monroe Avenue will be delayed until 2012. Design work is complete for 24th Street and Meadow Avenue, with right-of-way acquisition taking place at this time. Design work is complete for 14th Street and Joplin Avenue, with construction to take place during 2012.

Mr. Schaller discussed the maintenance activities for the fourth quarter of FY 2011 and explained that the crew time was spent mostly on tornado related work. They have been cleaning ditches in the expedited debris removal (EDR) area with 85,442 feet of ditch maintenance being performed and 19 catch basins being cleaned. The night sweeper is the only sweeper doing the regular night time routes, with one sweeper cleaning the tornado damaged area daily. A total of 993 miles of street sweeping was performed.

Mr. Doll asked about the City's leaf pickup program, and Mr. Schaller replied that only two crews will be picking up leaves this year. Staffing from the Workforce Investment Board (WIB) will be working with the City staff to complete the program. The procedure will be the same as in the past with leaves being raked to the curb.

Capital Improvement Sales Tax:

Mr. Gibson gave those present reports outlining the revenues and expenditures for the capital improvement sales tax fund through October, 2011. The beginning fund balance for FY 2011 was $7,004,315. The actual sales tax receipts to date for FY 2011 total $4,602,901. Interest income for FY 2011 totaled $ 109,056.

Mr. Gibson discussed the expenditures and explained that the actual project costs to date for FY 2011 total $3,039,484, with $127,754 being paid to the TIF developers.

Mr. Doll asked by how much the sales tax revenues exceed the estimated revenues. Mr. Schaller discussed a spike in the revenues with volunteers and other people coming into Joplin to assist with the tornado relief efforts. He thought this increase in revenues will be followed by a lull or a

decrease in sales tax revenues. He explained that Flying J and Pilot were recently annexed into the City of Joplin, along with Wal-Mart reopening and Academy returning to Joplin.

Mr. Buchanan asked if the revenues are still in the "spike" phase or if revenues have slowed down. Mr. Schaller replied that revenues have leveled out but are still on a positive note. The Christmas season will give the City staff a better indication.

Mr. Doll asked if the revenue projections for 2012 will be revised, and Mr. Schaller replied no. The debris removal contractors, FEMA personnel, and the Corps of Engineers personnel have contributed to the sales tax and lodging tax revenues.

Mr. Wood asked if Dillon's plans to rebuild. Mr. Schaller thought they plan to rebuild, but he did not know where they are going to build. Mr. Wood also asked about the proposed supermarket at 30th Street and Range Line Road, and Mr. Schaller replied that is still being planned. Debris removal contractors have been using that property as a staging area.

Mr. Schaller stated that more building permits have been issued during the last six months than in the last four years combined.

Mr. Buchanan asked if the City staff would want to reorder some of its capital improvement priorities, and Mr. Schaller replied that is correct.

Mr. Buchanan understood that $33 million is to be spent over the next five years and asked about substituting some of these projects. Mr. Schaller explained that this committee must help the City staff make those decisions. The staff is watching the development along West 26th Street to see if the area develops as residential or commercial, and whether that street needs to be widened.

Mr. Doll discussed the need to confirm the promises made to the voters with the projects on the list. He explained that the staff and this committee must be very diligent in how they change any of those projects. Mr. Schaller explained that the staff and this committee will forward any recommendations to the City Council.

Mr. Buchanan asked if this committee needs to be making any decisions at this point, and Mr. Schaller replied no.

Mr. Schaller discussed the capital improvement projects and explained that the 2011 micro-surfacing program is substantially complete. The 2011 overlay project will be complete within the next week. Right-of-way acquisition for the Maiden Lane widening is nearing completion, with construction scheduled to begin during the first quarter of 2012.

The Missouri Department of Transportation (MoDOT) has approved the right-of-way plans for the Zora and Main Street Interchange. They will open bids on November 18, with construction projected to begin during the first quarter of 2012. Design work is 95 percent complete for Zora Street from Range Line Road to Main Street, with construction being projected for the second quarter of 2012.

Design work is complete for St. Louis Avenue from Broadway to Zora, with construction being scheduled during 2013. Design work is 95 percent complete for Broadway and Buchanan from St.

Louis to Florida, with construction taking place during 2012. Design work is 80 percent complete for the Schifferdecker Avenue improvements, with construction to take place during 2012.

Mr. Schaller discussed the traffic signal upgrades at 26th and Main Streets and explained that a contract for these improvements was awarded prior to the tornado. The staff will probably proceed with the current contract. The City staff has been visiting with Taco Bell regarding right-of-way acquisition and demolition of their existing building.

Mr. Wood asked if the drive-through lane will still be available to Taco Bell. Mr. Schaller replied that they have purchased the two lots to the south. They are moving their building significantly to the south and will be resolving the problem with their drive-through lane. They also plan to vacate a portion of the alley and go further to the east.

Mr. Wood mentioned the drainage issues in this area, and Mr. Johnson explained that the drainage problems in this area will be resolved.

Mr. Wood explained that water collects in the right-turning lane on Murphy Boulevard just west of Connecticut Avenue and asked the City staff to investigate this situation.

Mr. Doll thought that the City Council might want to consider another capital improvement project (CIP) election since the current tax issue doesn't sunset until 2015. He asked about moving the election up one year. Mr. Schaller explained that the City's transportation plan update dictates what the next priorities should be, with this update being prepared earlier this year before the tornado. This plan must be revised since St. John's is moving, and the overall traffic patterns are changing since one of the biggest traffic generators has changed.

Mr. Schaller explained that several projects on the capital improvement list need to be reviewed since traffic patterns are changing. The St. John's relocation involves a new interchange on I-44, along with improvements to Main Street, 50th Street, and 44th Street.

Public Safety Sales Tax:

Mr. Gibson gave those present reports outlining the revenues and expenditures for the public safety sales tax. The beginning fund balance for FY 2011 is $10,218,565. The sales tax receipts to date for FY 2011 total $6,132,346. Expenditures to date for FY 2011 total $186,249 for Public Works (street lights); $2,366,151 for Police; and $1,325,175 for Fire. Payments to the TIF developers total $186,834. The total expenditures are $4,064,410, with an ending fund balance of $12,286,502.

Mr. Gibson discussed the expenditures and explained that the 25 additional police officers have been hired at a cost of $1,938,222 for FY 2011. The expenditures for the five detectives total $387,644. The expenditures for the five detectives total $247,045, with the increased personnel for Station 3 totaling $247,045. The expenditure for the fire training captain totals $82,348, with the neighborhood security light program totaling $186,249. The expenditures for the wireless access for public safety total $47,515.

Mr. Buchanan asked if the fund balance of $12,286,502 is actually an account number with that money in it, or if it is a bookkeeping procedure. Mr. Schaller replied that this fund balance is

based on the estimated revenues. The money for these projects is not kept in a separate bank account. Monies not invested are in the General Bank account.

Mr. Schaller discussed the street lights and explained that the street lighting progression has been placed on hold. During January, the City staff will meet with Empire District Electric to discuss the lighting in the tornado area. They will also discuss the street light program as outlined in the public safety sales tax and inform the City Council and the public on the status of that program.

Mr. Schaller explained that almost all of the street lights destroyed or damaged by the tornado are covered under the City's maintenance contact with Empire District and are not funded by the public safety sales tax. Those lights are repaired at Empire District's cost. Some new street lighting will be installed during FY 2012.

Mr. Goetz asked about the street signs, and Mr. Schaller replied that they were a high priority issue after the search and rescue and the debris cleanup operations were completed. He explained that some reimbursement is available from FEMA for signage on the residential streets. Federal aid urban (FAU) funding is available for signage on arterial and collector streets such as 20th Street, Connecticut Avenue, Main Street, Range Line Road, Joplin Avenue, and Wall Avenue. Where a residential street and an FAU route intersect, it must be determined if the sign actually existed on FAU right-of-way. FEMA will provide 75 percent reimbursement on their portion of the work. FHWA takes care of the FAU routes and will participate at an 80 percent level on all items determined to be under their jurisdiction.

Mr. Schaller's goal is to have the signage in place by the first part of 2012. He explained that the same procedure is being used for destroyed or damaged traffic signals, sidewalks, curb and gutter, roadways, and retaining walls.

At this time, Mr. Doll asked for a motion to excuse those absent from attending this meeting.

MR. GENESIO MOVED, SECONDED BY MR. WOOD, THAT MR. CHURCHWELL, MR. CORTEZ, MR. FRANZ, AND MR. RICHARDSON BE EXCUSED FROM ATTENDING THIS MEETING. THE MOTION CARRIED, WITH MR. BUCHANAN, MR. DOLL, MR. GENESIO, MR. GOETZ, AND MR. WOOD VOTING IN FAVOR; AND WITH MR. CHURCHWELL, MR. CORTEZ, MR. FRANZ, AND MR. RICHARDSON BEING ABSENT (5 IN FAVOR, 4 ABSENT).

Chief Roberts explained that the Police Department has up to six vacancies each year due to attrition. He explained that the crime rate has decreased by six percent during 2011, but that the department is receiving more calls this year. The crime rate has decreased by 32 percent over the last four years.

Mr. Wood asked if the reduction in street lights has not affected the crime rate, and Chief Roberts did not believe so.

Mr. Genesio asked if enforcement will increase when rebuilding progresses and utilities return to the tornado-affected area, and Chief Roberts replied that is correct.

Mr. Doll asked about issues with building materials and construction equipment on-site, and Chief Roberts knew that would present some problems. He encourages contractors not to leave construction materials or equipment on job sites when they are not present on the site.

Mr. Wood asked if the FEMA manufactured housing sites near the Joplin Regional Airport are being manned during regular hours. Chief Roberts replied they are manned from 8:00 a.m. to 10:00 p.m., with two WIB workers being present. An officer is also assigned to this area. The current crime rate is lower than previously, but it appears to be greater since the area is smaller. The challenges are not what the Police Department presumed them to be. FEMA has been a good partner in working with the department.

Chief Randles presented his report and explained that the construction of Fire Station No. 6 is underway, with the roof decking being installed at this time. He anticipates completion by the first or middle part of March.

Chief Randles has had only two change orders on the fire station construction. One occurred as a result of the tornado, being a FEMA compliant door on the safe room at a cost of $3,800. A gentleman from the National Weather Service who conducts tornado survivability studies reviewed the building plans for the fire station. He stated the building would survive an EF-5 tornado with no problem, but the door would only survive a EF-1 or EF-2 tornado.

The second change order was for heavier compression strength foam under the bay slab for $10,177.30, due to the weight of the vehicles used by the Fire Department. These two changes orders bring the current price to $1.87 million. The architect submitted a very thorough set of plans and instructions, which has limited the number of change orders on the project.

Mr. Genesio asked Chief Randles about plans to reconstruct Stations No. 2 and No. 4 at their current locations. He intends not to rebuild them at the same locations. He prepared a preliminary plan which the City Manager has reviewed and approved, with this plan to be presented to the City Council for their approval. He is looking at a couple of different pieces of property.

Chief Randles explained that these fire stations were planned during the 1970's or early 1980's for what the City staff thought would be the direction of growth. The current locations do not provide optimum coverage of the stations, in that the stations should be located within 1-1/2 miles of everywhere the Fire Department covers. The east side of Joplin is in pretty good shape, but the west side of Joplin is inadequately covered.

Chief Randles thought the most dramatic move will be Fire Station No. 4, which will move from East 15th Street to the west side of Joplin. It actually appears as an extra fire station by the insurance rating companies, with three other stations being able to cover the area that it currently covers. His redistribution map shows 90 percent coverage within 1-1/2 miles. With two additional stations, the department will be able to provide 100 percent coverage within 1-1/2 miles.

Chief Randles explained that Fire Station No. 7 is being planned through the public safety sales tax, with his department communicating with FEMA and the Federal Aviation Administration (FAA) about Fire Station No. 8 being located near the airport.

Mr. Doll explained that the station locations also affect insurance rates, and Chief Randles stated that is correct. Chief Randles has tentatively scheduled insurance re-ratings for 2015.

Chief Randles' report contains photographs of the engine for Fire Station No. 6. He anticipates delivery by December 1, 2011. His goal is to equip the engine for use by January 1, 2012. He explained that three apparatus and two brush trucks were lost in the tornado. The brush truck for Station No. 6 is currently being advertised for bids, with the bids to be received on December 1. The skid unit has been ordered and should be available by February 1. Specifications are currently being prepared for the rescue truck for Station No. 6, with advertisement for bids during February or March.

Chief Randles discussed personnel for Fire Station No. 6 and explained that the first five firefighters began employment on Monday, November 14. He stated that five new personnel will begin employment on January 9, 2012, with the last five personnel beginning during February, depending upon the completion date for Station No. 6. He stated that Branco Enterprises is pouring the apparatus floor this week.

Schedule next meeting of the oversight committee and semi-annual report to City Council:

The next meeting of this committee will be held on Thursday, February 16, 2012 at 4:00 p.m. The semi-annual report will be presented to the City Council on Monday, December 19, 2011.

Adjournment:

There being no further business to come before the Capital Improvement and Public Safety Sales Tax Oversight Committee, the meeting stood adjourned at 5:20 p.m.

Doug Doll, Chairman

Susan Champlin, Secretary

PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
As of October 31, 2011
Sunset Date 4/1/12, Sales Tax Rate .25% (1/4)

	PARKS (31.5%)	STORMWATER (68.5%)	TOTAL
Beginning Fund Balance-FY 2011	$ (41,135.99)	$ 3,976,066.65	$ 3,934,930.66
Revenues:			
Actual sales tax receipts in 2011	966,930.55	2,102,690.32	3,069,620.87
Projected sales tax receipts in 2012	440,646.00	958,230.00	1,398,876.00
Actual sales tax receipts-Prior Years	7,688,915.43	16,740,249.69	24,429,165.12
Interest Income-Current Year	4,596.75	9,996.12	14,592.87
Interest Income-Prior Years	164,946.83	358,693.89	523,640.72
Other Income-Current Year	3,000.00	-	3,000.00
Traffic Material Repairs-Prior Years	-	50,466.00	50,466.00
BRO Funds (County Road and Bridge)-FY 2005	-	18,000.00	18,000.00
BRO Funds (County Road and Bridge)-FY 2010		1,159,996.74	1,159,996.74
City Resale Proceeds-Prior Years	13,056.00	2,900.00	15,956.00
General Fund transfer for Athletic Complex property-FY 2004	1,020,563.00	-	1,020,563.00
General Fund transfer-FY 2005	250,000.00		250,000.00
Cunningham Pool Grant-FY 2005	150,000.00	-	150,000.00
DNR Trail Grant-Prior Years	78,511.03		78,511.03
General Fund Transfer for Softball Fields-FY 2010	1,199,626.96		1,199,626.96
Total projected funding sources	$ 11,980,792.55	$ 21,401,222.76	$ 33,382,015.31
Expenditures:			
Actual project costs to date-Prior Years	$ 10,473,678.71	$ 14,061,426.72	$ 24,535,105.43
Actual TIF/Transfer payments to Developer to date-Prior Years	133,076.52	292,812.92	425,889.44
Actual costs to date-Current Year	1,672,032.71	1,212,450.68	2,884,483.39
Actual TIF/Transfer payments to Developer to date-Current Year	28,744.78	62,508.44	91,253.22
Sub-Total actual costs to date	$ 12,307,532.72	$ 15,629,198.76	$ 27,936,731.48
Remaining estimated project costs	154,253.00	5,120,279.00	5,274,532.00
Total projected costs	$ 12,461,785.72	$ 20,749,477.76	$ 33,211,263.48
Shortfall of estimated sales tax receipts	(480,993.17)	651,745.00	170,751.83
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (480,993.17)	$ 651,745.00	$ 170,751.83
Initial estimated cost of projects	9,369,000.00	20,365,171.00	29,734,171.00

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

Prepared by: Leslie Jones

9:44 AM 11/15/2011

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2011

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	
PARKS PROJECTS:						
McKinley Park Improvement Project	NA	$ 30,000	$ -	$ -	$ 30,000	$
Mohaska Park Improvement Project	TS0216	30,000	24,506	24,506	5,494	
Garvin Park Improvement Project	TS0202	60,000	53,706	53,706	6,294	
Iron Gates Park Improvement Project	TS0207	100,000	64,643	64,643	35,357	
Roanoke Park Improvement Project	TS0208	30,000	30,405	30,405	(405)	
McClelland Park Improvement Project	TS0209	150,000	101,841	101,841	48,159	
Schifferdecker Park Improvement Project	TS0210	220,000	106,059	220,000	-	
Spiva Park Improvement Project	TS0211	20,000	15,400	20,000	-	
McIndoe Park Improvement Project	TS0212	200,000	162,050	162,050	37,950	
Pedestrian & Bike Trails Project	TS0213	550,000	426	426	549,574	
Landscaping & Beautification of Entire Park System	TS0214	150,000	9,927	9,927	140,073	*
Softball Fields	TS0215	888,104	1,842,721	2,061,000	-	
Athletic Complex Project	TS0203	6,000,000	7,163,204	7,163,204	(1,163,204)	
Ewert Pool Renovation	TS0204	800,000	1,110,366	1,110,366	(310,366)	
Cunningham Pool Renovation	TS0206	800,000	1,206,447	1,206,447	(406,447)	
Memorial Hall Project	TS0205	229,000	254,010	254,010	(25,010)	
TOTAL PARKS PROJECTS		**$ 10,257,104**	**$ 12,145,711**	**$ 12,482,531**	**$ (1,052,531)**	**$**
STORMWATER PROJECTS:						
Annual Maintenance (10 Years)	TS0408	$ 2,500,000	$ 2,103,752	$ 2,500,000	$ -	
Willow Branch Phase 1 (6th Street Relief)	TS0201	2,469,834	2,516,024	2,516,024	(46,190)	
4th Street East & Murphy Blvd.	TS0404	1,000,805	973,309	973,309	27,496	
5th Street & Division Avenue	TS0403	951,180	1,285,914	1,285,914	(334,734)	
Willow Branch Phase 3 (Connor Ave. Relief)	TS0407	508,880	297,519	297,519	211,361	
Davis S.W. Detention Project	TS0402	502,275	648,541	648,541	(146,266)	
Brownell - 32nd Street to 34th Street	TS0409	606,421	78,847	78,847	527,574	
Mohaska Ditch	TS0410	593,104	59,636	110,000	-	
5th Street & Murphy Boulevard	TS0405	391,094	742,721	742,721	(351,627)	
Willow Branch Phase 2 (Moffet Ave. Relief)	TS0406	625,790	1,324,406	1,324,406	(698,616)	
Roosevelt Ave. at 17th Street (Culvert)	TS0411	45,892	80,421	80,421	(34,529)	
Connecticut Ave. S. of Campbell Parkway (Culvert)	TS0412	156,000	274,200	274,200	(118,200)	
30th Street & McClelland Boulevard	TS0413	666,278	576,120	576,120	90,158	

Prepared by: Sherri McCulloch
H:\My Documents\Cap Imp Sales Tax Comm\Parks Stormwater Proj thru 4th Qtr FY 2011

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2011

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	
STORMWATER PROJECTS:						
Willow Branch Phase 4 (Picher Ave. - 10th to Junge)	TS0414	$ 530,530	$ 470,910	$ 470,910	$ 59,620	$
Range Line Road South of 20th Street	TS0415	426,600	406,376	406,376	20,224	
38th Street & Jackson Avenue (Jackson Culvert)	TS0416	70,200	70,297	70,297	(97)	
6th Street & Porter Avenue	TS0417	307,035	32,725	300,000	274,310	
44th Street East of Oaklawn Drive (Bridge)	TS0418	278,374	121,566	121,566	156,808	*
36th Street to Ferguson Road (Ditch)	TS0419	211,230	235,450	161,917	-	
Porter Avenue & "B" Street	TS0420	796,800	38,156	820,000	-	
McCoy Avenue & West 1st Street	TS0421	92,933	66,274	66,274	26,659	
"C" Street West of Porter Avenue	TS0422	190,801	57,567	220,000	-	
8th Street & Patterson Avenue	TS0423	284,577	3,775	150,000	-	
Maiden Lane North of 7th Street	TS0424	87,387	1,240,176	1,240,176	(1,152,789)	
"B" Street West of Porter Avenue	TS0425	62,626	28,833	85,000	-	
Texas Avenue - 32nd Street to 34th Street	TS0426	317,987	73,477	110,000	-	
Joplin Avenue - 11th Street to 12th Street	TS0427	329,443	223,541	400,000	-	
2nd Street West of Walnut Avenue	TS0428	78,480	32,297	75,000	-	
15th Street East of Delaware Avenue	TS0429	207,000	164,247	164,247	42,753	
10th Street & Peters Avenue	TS0430	46,606	4,800	40,000	-	
Schifferdecker Avenue at 32nd Street	TS0431	79,024	-	-	79,024	*
Indiana Avenue - 20th Street to 22nd Street	TS0432	1,324,861	179,092	550,000	-	
Iowa Avenue - 20th Street to 24th Street	TS0433	1,379,048	130,955	1,450,000	-	
Old 32nd Street at McClelland Boulevard	TS0434	461,500	219,436	219,049	-	
33rd Street West of Connecticut Avenue (Ditch)	TS0435	95,808	116,729	116,729	(20,921)	
Connecticut Avenue North of 26th Street	TS0436	43,833	16,432	16,432	27,402	
Maiden Lane - 17th Street to 20th Street	TS0437	593,339	-	350,000	-	
Main Street at 10th Street	TS0438	47,269	99,942	99,942	(52,673)	
"A" Street West of Porter Avenue	TS0439	88,529	200,729	175,000	-	
Perkins Street West of Monroe Avenue	TS0440	120,926	12,184	130,000	-	
32nd Street & Schifferdecker Avenue	TS0441	56,912	-	-	56,912	*
24th Street & Meadow Avenue	TS0442	515,749	49,054	750,000	-	
14th Street West of Joplin Avenue	TS0443	222,211	17,448	120,000	-	
TOTAL STORMWATER PROJECTS		$ 20,365,171	$ 15,273,877	$ 20,286,937	$ (1,356,343)	$

*Projects completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
H:\My Documents\Cap Imp Sales Tax Comm\Parks Stormwater Proj thru 4th Qtr FY 2011

CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of October 31, 2011
Sunset Date 1/1/15, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2011	$	7,004,315.43
Revenues:		
Actual sales tax receipts in 2011		4,602,901.08
Projected sales tax receipts in 2012		4,196,625.00
Projected sales tax receipts in 2013		4,301,540.63
Projected sales tax receipts in 2014		4,409,079.14
Projected sales tax receipts in 2015		1,129,826.53
Actual sales tax receipts-Prior Years		25,585,747.69
Interest Income-Current Year		109,056.30
Interest Income-Prior Years		1,141,539.88
Other Income-Current Year		10.00
Sale of Real Property-Current Year		-
Sale of Real Property-Prior Year		10,110.00
Property Lease Income-Current Year		-
Property Lease Income-Prior Years		36,764.78
Traffic Material Repairs-Current Year		-
Traffic Material Repairs-Prior Years		157,255.94
32nd & Main-MoDot Reimbursement-Current Year		-
32nd & Main-MoDot Reimbursement-Prior Year		3,972,525.59
Zora/Main Exchange MoDot Grant-Current Year		(170,256.70)
Zora/Main Exchange MoDot Grant-Prior Years		601,248.67
Transportation Sales Tax Subsidy-Current Year		-
Transportation Sales Tax Subsidy-Prior Years		6,000,000.12
Local Government Participating-Current Year		200,000.00
Local Government Participating-Prior Years		894,057.00
Total projected funding sources	$	57,178,031.65
Expenditures:		
Actual project costs to date-Prior Years	$	30,790,091.09
Actual TIF payments to Developer to date-Prior Years		604,843.15
Actual project costs to date-Current Year		3,039,484.31
Actual TIF/Transfer payments to Developer to date-Current Year		127,754.49
Sub-total actual costs to date	$	34,562,173.04
Remaining estimated project costs		29,724,556.00
Total projected costs	$	64,286,729.04
Shortfall of estimated sales tax receipts		(7,108,697.39)
Future alternate source of funding		12,040,000.00
Funding over/(under)	$	4,931,302.61
Initial estimated cost of projects		60,312,875.00

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

Prepared by Leslie Jones

3:33 PM 11/14/2011

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2011

						FUNDING SOURCES			
	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:									
City Overlay Program	TC0502	$ 5,375,000	$ 3,208,541	$ 5,375,000	$	$ -	$ -	$ 5,375,000	$ 5,375,000
32nd Street (Main to Jackson) & Jackson Realignment	**TC0503**	**2,887,500**	**2,869,515**	**2,569,515**	**117,985**	**977,444**	**150,000**	**1,442,071**	**2,869,515**
32nd Street & Main Intersection	**TC0504**	**4,300,000**	**6,158,463**	**6,158,463**	**(1,858,463)**	**-**	**4,396,913**	**1,761,550**	**6,158,463**
Connecticut Avenue from Murphy to 30th Street	**IS0401**	**6,450,000**	**9,028,901**	**9,028,986**	**(2,578,901)**	**2,345,855**	**-**	**6,683,103**	**9,028,986**
Maiden Lane from 20th to 30th	TC0505	2,150,000	246,687	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane from 9th to 17th	TC0506	2,150,000	366,451	2,150,000	-	781,955	-	1,368,045	2,150,000
20th & Main Intersection	**TC0507**	**1,505,000**	**406,501**	**406,501**	**1,098,499**	**-**	**-**	**406,501**	**406,501**
Connecticut Viaduct at 26th Street	**TC0508**	**4,300,000**	**5,383,759**	**5,389,025**	**(1,053,759)**	**3,253,910**	**884,087**	**1,411,088**	**5,389,025**
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	56,883	2,687,500	-	977,444	-	1,710,056	2,687,500
Murphy Blvd. from North Main to 7th	**TC0501**	**1,671,625**	**152,681**	**152,681**	**1,518,944**	**152,681**	**-**	**-**	**152,681**
Zora & Main Interchange & Overpass	TC0510	15,050,000	2,461,976	15,050,000	-	1,515,263	12,040,000	1,094,737	15,050,000
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	83,400	1,881,250		684,211	-	1,197,039	1,881,250
Zora from Range Line to Main	TC0512	2,150,000	8,883	2,150,000	-	781,955	-	1,368,045	2,150,000
Broadway/Buchanan Road from St. Louis to Fonda	TC0513	1,290,000	53,230	1,290,000	-	469,173	-	820,827	1,290,000
West Bypass Corridor Study	TC0514	161,250	201,955	161,250	-		161,250	-	161,250
St. Louis from Broadway to Zora	TC0515	1,827,500	112,333	1,827,500	-	664,662	-	1,162,838	1,827,500
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,011,982	2,150,000	-	781,955	-	1,368,045	2,150,000
CR 190, 32nd Street to Interstate 44	**TC0517**	**2,150,000**	**1,428,747**	**1,428,525**	**721,253**	**781,955**	**1,000,000**	**(353,430)**	**1,428,525**
Tristate Road, 1st Street to Perkins	**TC0518**	**376,290**	**919,019**	**907,844**	**(542,709)**	**139,842**	**-**	**771,002**	**907,844**
TOTAL CAPITAL IMPROVEMENT PROJECTS		$ 60,312,875	$ 33,829,575	$ 62,892,022	$ (2,577,210)	$ 15,497,269	$ 18,442,220	$ 28,952,533	$ 62,892,022

Notes:
TC0508 - Grant revenue includes $400,000 for 2 rail road crossings and $294,057 for KCS contribution towards construction costs.
TC0517 - Grant revenue includes $500,000 from Joplin Special Road District and $500,000 from Jasper County payable $100,000 each per year
Project Completed in Current Quarter
Project Complete

Prepared by: Sherri McCulloch
H:\My Documents\Cap Imp Sales Tax Comm\Cap Imp Proj thru 4th Qtr FY 2011

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2011
Sales Tax Rate .50% (1/2)

	PUBLIC SAFETY SALES TAX FY 2011	PUBLIC SAFETY SALES TAX FY 2010	PUBLIC SAFETY SALES TAX FY 2009	PUBLIC SAFETY SALES TAX FY 2008	PUBLIC SAFETY SALES TAX FY 2007	PUBLIC SAFETY SALES TAX GRAND TOTAL
Beginning Fund Balance	$ 10,218,565.16	$ 8,340,901.27	$ 6,588,782.39	$ 2,714,594.06	$ -	$ -
Revenues:						
Sales tax receipts	$ 6,132,346.12	$ 5,815,641.54	$ 5,804,621.95	$ 6,087,512.57	$ 3,319,584.80	$ 27,159,706.98
Land Donation	-	36,000.00	$ -	-	-	$ 36,000.00
Total Revenue	$ 6,132,346.12	$ 5,851,641.54	$ 5,804,621.95	$ 6,087,512.57	$ 3,319,584.80	$ 27,195,706.98
Expenditures:						
Public Works:						
Electric Charges-Street Lights	$ 186,249.25	$ 96,724.92	$ 31,975.09	$ 7,256.99	$ 305.29	$ 322,511.54
Sub-Total Public Works	$ 186,249.25	$ 96,724.92	$ 31,975.09	$ 7,256.99	$ 305.29	$ 322,511.54
Police:						
Wages & Benefits	$ 1,608,017.00	$ 1,506,077.16	$ 1,791,349.47	$ 797,786.11	$ 100,604.70	$ 5,803,834.44
Wearing Apparel	14,200.80	18,074.94	30,240.15	24,607.15	12,991.92	100,114.96
Maintenance Supplies	833.45	978.71	745.39	1,184.69	973.28	4,715.52
Operational Supplies	18,757.38	27,283.02	36,280.80	33,896.72	15,462.73	131,680.65
Computer Peripherals	-	1,996.99	-	-	-	1,996.99
General Office Supplies	906.96	1,150.78	1,008.93	157.13	-	3,223.80
Small Office Equipment	-	-	-	490.00	-	490.00
Small Office Furnishings	-	-	-	1,844.99	-	1,844.99
Chemical & Laboratory Suppl	1,870.80	456.55	3,512.53	1,251.59	113.90	7,205.37
Telephone Charges	4,300.45	3,213.83	3,192.07	1,854.28	-	12,560.63
Fuel, Oil & Diesel	58,639.25	46,095.23	28,261.09	39,633.78	-	172,629.35
Central Garage Repairs	40,488.50	33,738.44	16,687.66	19,286.65	-	110,201.25
Vehicle Lease	-	-	2,700.00	-	-	2,700.00
Vehicle Cleaning	-	-	-	225.56	-	225.56
Laundry Services	978.75	763.50	2,343.18	500.00	-	4,585.43
Maintenance Contracts & Agr	40,284.95	34,804.00	35,934.43	41,599.19	1,635.56	154,258.13
Travel Expenses	1,215.82	3,712.33	9,926.89	6,383.24	2,952.76	24,191.04
Conferences & Seminars	2,555.00	5,654.00	-	-	-	8,209.00
Publications & Subscriptions	-	798.48	-	-	-	798.48
Printing Services	320.00	1,159.85	1,090.00	-	-	2,569.85
Land Acquisition	-	-	198,455.83	-	-	198,455.83
Motor Vehicles	-	-	171,408.31	142,287.75	91,427.03	405,123.09

Prepared by: Leslie Jones

3:43 PM 11/14/2011

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2011
Sales Tax Rate .50% (1/2)

Operating Equipment	-	-	17,763.94	31,401.07	-	49,165.01
Computer Equipment	-	19,672.85	167,487.58	200,574.24	246,318.24	634,052.91
Transfers Out	572,782.08	527,424.96	505,942.92	352,527.00	-	1,958,676.96
Sub-Total Police	$ 2,366,151.19	$ 2,233,055.62	$ 3,024,331.17	$ 1,697,491.14	$ 472,480.12	$ 9,793,509.24
Fire:						
Wages & Benefits	$ 387,431.57	$ 320,276.48	$ 679,111.07	$ 205,174.05	$ 14,927.02	$ 1,606,920.19
Wearing Apparel	3,236.53	1,399.00	2,250.43	2,851.80	-	9,737.76
Operational Supplies	4,548.98	2,333.69	1,339.95	-	-	8,222.62
Safety Equipment	13,874.73	10,082.64	2,406.68	8,084.33	600.21	35,048.59
Maintenance Contracts & Agr	7,230.20	6,418.35	7,128.60	10,231.64	416.10	31,424.89
Travel Expenses	-	55.56	257.28	-	-	312.84
Conferences & Seminars	-	95.00	-	-	-	95.00
Paramedic Training	9,927.05	-	-	-	-	9,927.05
Educational Materials	1,093.07	1,360.20	-	-	-	2,453.27
Building Acquisitions	649,374.18	51,332.35	1,231.00	-	-	701,937.53
Land Acquisition	-	36,000.00	-	-	-	36,000.00
Motor Vehicles	-	858,209.38	-	-	-	858,209.38
Emergency Operating Equip	92,131.37	-	-	-	-	92,131.37
Computer Equipment	-	649.29	-	16,360.48	64,700.43	81,710.20
Transfers Out	156,327.00	140,969.04	104,753.04	69,501.00		471,550.08
Sub-Total Fire	$ 1,325,174.68	$ 1,429,180.98	$ 798,478.05	$ 312,203.30	$ 80,643.76	$ 3,945,680.77
TIF Payments to Developer	$ 186,834.43	$ 215,016.13	$ 197,718.76	$ 196,372.81	$ 51,561.57	$ 847,503.69
Sub-Total TIF Payments Out	$ 186,834.43	$ 215,016.13	$ 197,718.76	$ 196,372.81	$ 51,561.57	$ 847,503.69
Total Expenditures	$ 4,064,409.55	$ 3,973,977.65	$ 4,052,503.07	$ 2,213,324.24	$ 604,990.74	$ 14,909,205.24
Net Change in Fund Balance	$ 2,067,936.57	$ 1,877,663.89	$ 1,752,118.88	$ 3,874,188.33	$ 2,714,594.06	$ 12,286,501.74
Ending Fund Balance	$ 12,286,501.74	$ 10,218,565.16	$ 8,340,901.27	$ 6,588,782.39	$ 2,714,594.06	$ 12,286,501.74

Prepared by: Leslie Jones

3:43 PM 11/14/2011

CITY OF JOPLIN, MISSOURI
PUBLIC SAFETY SALES TAX
PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of October 31, 2011

DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2011 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES:							
25 Additional Police Officers (5 Addtl/5 Shifts)	70,782	*	1,769,550	1,938,222	6,293,399	8,231,620	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	387,644	365,854	753,498	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685				
3 Coverage Firefighters for Current Operations	48,379		145,137	247,045	755,675	1,002,720	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	247,045	755,675	1,002,720	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548				
Fire Training Captain	56,051		56,051	82,348	68,174	150,523	1 Fire Training Captain hired
Neighborhood Security Light Program (3,700 Additional at $250 each annually)			925,000	188,249	138,262	322,512	2,400 Streetlights
Wireless Access for Public Safety			50,000	47,515	134,528	182,044	Monthly Recurring Charge
Police Substation			10,000	-	198,456	198,456	Substation to be repaid annually
Sub-Total Operational Ongoing Costs			4,761,018	3,136,069	8,708,024	11,844,093	
CAPITAL EXPENDITURES:							
Mobile Data Computers			375,000	-	326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	649,374	88,563	737,938	Location Obtained, Design Phase, Bid Let
Engine for Westside Station			450,000	92,131			
First Response Vehicle for Westside Station			200,000				
Brush Truck for Westside Station			50,000				
Joint Fire/Police Training Center			3,000,000				
Ladder Truck Replacement for Station 1			1,000,000	-	858,209	858,209	Ladder Truck Delivered, Expected In-Service 12/1
Handheld Ticket Writers ($5,000 @ 46)			230,000	-	75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000	-	127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000				
Engine for Eastside Station			450,000				
Additional Joint Fire/Police Training Center Needs			2,000,000				
Sub-Total One-Time Capital Costs			10,505,000	741,505	1,476,103	2,125,477	
TIF Expense Payments to Developer				186,834	660,669	847,504	
GRAND TOTAL ACTUAL EXPENDITURES				4,064,409	10,844,796	14,817,074	

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

Prepared by: Leslie Jones

9:22 AM11/15/2011

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012

Item: COUNCIL BILL NO. 2012-250
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg	Date: 12/22/2011
City Attorney: Brian Head	Date: 12-27-11
City Manager: R. Mark Rohr	Date: 12-27-11
Board or Commission: Planning and Zoning Commission	Date: 12/12/2011

Recommended Action: Planning and Zoning Commission recommended tabling this request to their January meeting by a vote of "5 in favor, 1 opposed, and 1 absent"

SUMMARY/REQUEST:
Case 039-11: Alley Vacation – A request to vacate a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the North right of way line of 20th Street north approximately 186 feet to the Southeast corner of Lot 61 – C. Allyn and Pennie Burt.

STAFF SUMMARY:
This request is to consolidate property owned by the adjoining property owner. The applicant owns the property on both sides of the alleyway.

Staff believes the vacation will not cause the public to suffer a loss or inconvenience. Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kellstadt explained that Mr. Burt was unable to attend this meeting. This request is submitted by Allyn and Pennie Burt for a part of their development plans for the block along 20th Street between Indiana and Ohio Avenues. They are requesting the vacation of the 20-foot alley from 20th Street to a point approximately 186 feet north, at the southeast corner of Lot 61 of Campbell's Sixth Addition. The City's map shows two parcels on the west side having alley access.

Mr. Kellstadt explained that Mr. Burt will include accommodations for vehicles such as trash trucks to be able to go down the alley and access Ohio Avenue. They plan to rebuild their office at this location rather than the opposite corner where their office formerly stood prior to the tornado.

Mr. Kellstadt explained that this commission has approved the rezoning of parcels along this area that Mr. Burt recently acquired. He will be presenting site development plans to this commission since this property was rezoned to District C-1-PD.

Mr. Eastman asked if any objections have been received from the owners of the two properties that Mr. Burt doesn't own, and Mr. Kellstadt has received no objections. He stated that Mr. Burt intends to acquire those two properties.

Mr. Anderson mentioned some contradictions in what the commissioners have previously been told and what he has seen in the newspaper.

Mr. Eastman asked which parcels Mr. Burt does not own. Mr. Kellstadt replied the lot at the southeast corner of 19th Street and Ohio Avenue and the lot immediately to the south.

Mr. Anderson explained that his packet of information on Mr. Burt's application states that "the other two properties are currently being acquired, see attached," but he did not notice any attachments to the packet that he received. Mr. Kellstadt showed the commissioners the properties Mr. Burt plans to acquire. Mr. Anderson explained that Mr. Burt did not provide anything in his application to support his comment.

Mr. Anderson asked if Mr. Burt has changed his plans and is not building his real estate office on this site, in that the news media stated he is not constructing his office at that location but will use the property for future development. Mr. Kellstadt thought he still has plans to construct his office at this location.

Mr. Anderson asked Mr. Kellstadt if the trash collection trucks use the streets or the alleys in that area. He replied that the City staff has received a commitment from Mr. Burt providing that access from the alley to Ohio Avenue.

Mr. Smith would like clarification if Mr. Burt is actually purchasing the two properties at 19th Street and Ohio Avenue. Mr. Anderson explained that a motion can be accepted to approve the request, a motion can be accepted for denial, or the request can be tabled since Mr. Burt is not present to represent himself.

PUBLIC COMMENT:
None.

Z&P Meeting: December 12, 2011
City Council Meeting: January 3, 2012

STAFF PLANNING REPORT

CASE 039-11:

Petition Council to vacate a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the north right of way line of 20th street north approximately 186 feet to the southeast corner of Lot 61 of Campbell's Sixth Addition to the City of Joplin, Jasper County Missouri

APPLICANT:

C. Allyn and Pennie Burt

LOCATION:

Between Indiana Avenue and Ohio Avenue beginning at the north right of way line of 20th street north approximately 186 feet to the southeast corner of Lot 61 of Campbell's Sixth Addition

TYPE OF EASEMENT(S):

Alley

SIZE OF EASEMENT(S):

20 ft. by 186 ft.

REASON FOR VACATION:

Consolidate property of the adjoining property owner.

ARE UTILITES CURRENTLY LOCATED IN THE EASEMENT?:

Yes

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

Yes. All utility companies have provided concurrence for vacation.

STAFF ANALYSIS:

WILL PRIVATE RIGHTS BE INJURED OR ENDANGERED BY THE VACATION?

No. The applicant owns the property on both sides of the roadway.

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

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

STAFF RECOMMENDATION:

Staff recommends approval of this request.

ENCLOSURES:

None

RECEIVED
10-6-11

CITY OF JOPLIN, MISSOURI

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return application Form To:
Planning and Community Development Manager
City of Joplin
602 South Main Street
Joplin, MO 64801

417-624-0820
FAX 417-625-4707

Case # For Office Use Only:
~~Submittal Date:~~ 039-11
Filing Fee:
City Council:
Dates Advertised:
Date Notices Sent:
Public Hearing Date: 01-02-12
Planning & Zoning Commission:
Date Advertised:
Date Notices Sent:
Public Hearing Date 12/12/11

I. Applicant Name: C. Allyn & Pennie Burt Phone: 417 782 1234/417 437 3185

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

Address: See attached Zip:

II. Type of vacation requested (check one):

Street Vacation

(Alley Vacation)

Utility vacation

Other (Please specify)

III. Legal Description of area requested to be vacated: See attached

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

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

7 of the 9 lots are currently owned by C. Allyn & Pennie Burt. The other 2 are currently being acquired (See attached)

2. The vacation will not cause the public to suffer a loss or inconvenience. Alley access still available for remaining 2 lots, no hardship for any landowner, no loss of access for any landowner.

3. In justice to the applicant(s) the vacation should be granted. Improve property values with construction of new Charles Burt building. Improve safety with ingress/egress off Indiana & Ohio, rather than 20th Street.

V. Required Attachments:

1. Names and addresses of all owners of property abutting the proposed vacation area.

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

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

Penn Burt — Applicant Signature

10/5/11 — Date



0 165 330 660 990 1,320 Feet

Case 039-11: A request to vacate a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the north right of way line of 20th street north approximately 186-feet - C. Allyn and Pennie Burt

Case 039-11: Alley Vacation – A request to vacate a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the North right of way line of 20th Street north approximately 186 feet to the Southeast corner of Lot 61 – C. Allyn and Pennie Burt.

Mr. Anderson opened the public hearing for Case 039-11.

Mr. Kellstadt explained that Mr. Burt was unable to attend this meeting. This request is submitted by Allyn and Pennie Burt for a part of their development plans for the block along 20th Street between Indiana and Ohio Avenues. They are requesting the vacation of the 20-foot alley from 20th Street to a point approximately 186 feet north, at the southeast corner of Lot 61 of Campbell's Sixth Addition. The City's map shows two parcels on the west side having alley access.

Mr. Kellstadt explained that Mr. Burt will include accommodations for vehicles such as trash trucks to be able to go down the alley and access Ohio Avenue. They plan to rebuild their office at this location rather than the opposite corner where their office formerly stood prior to the tornado.

Mr. Kellstadt explained that this commission has approved the rezoning of parcels along this area that Mr. Burt recently acquired. He will be presenting site development plans to this commission since this property was rezoned to District C-1-PD.

Mr. Eastman asked if any objections have been received from the owners of the two properties that Mr. Burt doesn't own, and Mr. Kellstadt has received no objections. He stated that Mr. Burt intends to acquire those two properties.

Mr. Anderson mentioned some contradictions in what the commissioners have previously been told and what he has seen in the newspaper.

Mr. Eastman asked which parcels Mr. Burt does not own. Mr. Kellstadt replied the lot at the southeast corner of 19th Street and Ohio Avenue and the lot immediately to the south.

Mr. Anderson explained that his packet of information on Mr. Burt's application states that "the other two properties are currently being acquired, see attached," but he did not notice any attachments to the packet that he received. Mr. Kellstadt showed the commissioners the properties Mr. Burt plans to acquire. Mr. Anderson explained that Mr. Burt did not provide anything in his application to support his comment.

Mr. Anderson asked if Mr. Burt has changed his plans and is not building his real estate office on this site, in that the news media stated he is not constructing his office at that location but will use the property for future development. Mr. Kellstadt thought he still has plans to construct his office at this location.

Mr. Anderson asked Mr. Kellstadt if the trash collection trucks use the streets or the alleys in that area. He replied that the City staff has received a commitment from Mr. Burt providing that access from the alley to Ohio Avenue.

Mr. Anderson asked for comments from the audience, and none were received. He closed the public hearing for Case 039-11.

Mr. Smith would like clarification if Mr. Burt is actually purchasing the two properties at 19th Street and Ohio Avenue. Mr. Anderson explained that a motion can be accepted to approve the request, a motion can be accepted for denial, or the request can be tabled since Mr. Burt is not present to represent himself.

MR. SMITH MOVED, SECONDED BY MR. GILSTRAP, THAT CASE 039-11 BE TABLED TO THE JANUARY MEETING OF THE PLANNING & ZONING COMMISSION, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. McCLURE, AND MR. SMITH VOTING "AYE"; WITH MR. HARRINGTON VOTING "NAY"; AND WITH MR. LANDRITH BEING ABSENT (5 IN FAVOR, 1 OPPOSED, AND 1 ABSENT).

P & Z Case 039-11
C. Allyn and Pennie Burt
(P & Z Recommended Tabling
to their January meeting)

COUNCIL BILL NO. 2012-250 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the north right-of-way line of 20th Street north approximately 186 feet to the southeast corner of Lot 61 in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of public right-of-way of a portion of the alley between Indiana Avenue and Ohio Avenue beginning at the north right-of-way line of 20th Street north approximately 186 feet to the southeast corner of Lot 61, in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All that part of the alley adjoining Lots 57, 58, 59, 60, 129, 130, 131, and 132 of Campbell's Sixth Addition to the City of Joplin, Jasper County.

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

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

ATTEST: Michael R. Woolston, 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: January 3, 2012

Item: COUNCIL BILL NO. 2012-251
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 12/22/2011
City Attorney: Brian Head — Date: 12-27-11
City Manager: R. Mark Rohr — Date: 12-27-11
Board or Commission: Planning and Zoning Commission — Date: 12/12/2011

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 1 abstention, and 1 absent"

SUMMARY/REQUEST:
Case 040-11: 4720 South Indiana Avenue - A request to rezone from District R-1 (Single Family Residential) to District C-3 (Commercial) for future construction of medical facilities – Mercy Health Systems-Joplin, Inc.

STAFF SUMMARY:
Mercy Health Systems recently rezoned the majority of the land acquired for the new hospital campus. This parcel was not acquired in time to be included in that rezoning. The change in zoning district to C-3 (Commercial District) will be consistent with the other parcels that were acquired.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Gilstrap wished to abstain from the discussion and vote on Case 040-11 and Case 041-11 since he is employed by Mercy Health Systems. He left the dais at this time.

Mr. Randall Wallace appeared representing Mercy Health Systems to request the rezoning of additional property located 4720 South Indiana. He appreciated the commissioners' unanimous recommendation for rezoning their property for medical facilities. Mercy did not have the property at 4720 Indiana under contract fully at that time, so he asked for this property to be rezoned the same as the rest of the parcel surrounding it.

Mr. Wallace is also requesting a Special Use Permit for the heliport operation and asked about addressing this issue at the same time. Mr. Anderson explained that two separate hearings are required from a procedural standpoint, but that Mr. Wallace may discuss the heliport at this time.

Mr. Wallace explained that Mercy did obtain the successful rezoning of the rest of the parcel and that they were proactive in trying to address the neighbors' needs. He has received no further comment or opposition to the particular tract at 4720 Indiana being rezoned and asked the commissioners for another recommendation for approval of this rezoning.

Mr. Wallace directed the commissioners to the property lying northwest from the main hospital building and explained that this is the area where Mercy plans to construct its heliport. He thought this location buffers the heliport from residential and other uses and is close to I-44 which produces a great deal of noise itself. He explained that helicopters are an essential part of health care practice and thought this is the best location for all involved.

Mr. Rod Pace, who manages the heliport for Mercy Health Systems, was present in the audience to answer any technical questions the commissioners might have about the operation of the heliport. Mr. Wallace asked the commissioners for their recommendation for approval of the Special Use Permit to the City Council.

Mr. Smith asked about the small triangular strip of land at 50th Street and Virginia Avenue that is still zoned R-1, and Mr. Kellstadt replied that it is Missouri Department of Transportation (MoDOT) right-of-way.

Mr. Smith thought this area looked like it would contain a pond, and Mr. Kellstadt explained that that Mercy's development layout is only a preliminary rendering. Mr. Wallace believed this area is MoDOT right-of-way.

PUBLIC COMMENT:
None.

Z&P Meeting: December 12, 2011
City Council Meeting: January 3, 2012

STAFF PLANNING REPORT

CASE 040-11:

Petition the Council to rezone from District R-1 (Single-Family Residential District) to District C-3 (Commercial District) for future construction of medical facilities.

APPLICANT:

Mercy Health System-Joplin, Inc.

LOCATION:

All of the south one-half (S1/2) of Lot Numbered Nineteen (19) in D O Witmers Second Subdivision in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof. Generally known as 4720 South Indiana Avenue.

PRESENT ZONING:

R-1 (Single-Family Residential District)

REQUESTED ZONING:

C-3 (Commercial District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 195' X 404' (78,780 square feet or 1.8 acres)

FLOOD PLAIN

Zone X

SITE	LAND USE	EXISTING ZONING
NORTH	Single-Family Residential/Undeveloped	C-3
SOUTH	Single-Family Residential/Undeveloped	C-3
EAST	Single-Family Residential	N/A (Leawood)
WEST	Undeveloped	C-3

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Indiana Avenue

CLASSIFICATION OF STREET(S)

Indiana Avenue – Local

RIGHT-OF-WAY WIDTH

Indiana Avenue – 50 feet

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

No. Mercy Health Systems is proposing to make substantial improvement to Indiana Avenue.

UTILITIES:

The property has all utility connections

CONSISTENT WITH FUTURE LAND USE MAP?

No. The Future Land Use Map recommends low density residential with some office/institutional along 50th Street and retail commercial along South Main Street south of 50th Street.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This request is consistent with the land use principles and development policies of the Comprehensive Plan. This area being located at the southeast quadrant of two primary traffic corridors (Interstate 44 and South Main Street) is suited for large scale development.

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

Recently, the zoning for the proposed site of the new Mercy Hospital campus have been changed to C-3 (Commercial District). The intent of this request is to have a uniform zoning district for the entire planned hospital campus.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change should not detrimentally affect nearby properties. Previous nearby uses included various commercial businesses.

DISCUSSION

Recently, Mercy Health Systems rezoned the majority of the land acquired for the new hospital campus. This parcel was not acquired in time to be included in that rezoning. The change in zoning district to C-3 (Commercial District) will be consistent with the other parcels that were acquired.

REZONING APPLICATION FORM

RECEIVED 11-10-11

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.: 040-11
Filing Fee: $ 350.00
Date Advertised: 11-27-11
Date Notices Sent:
Public Hearing Date: 12-12-11

APPLICANT: Mercy Health System - Joplin, Inc. PHONE: 417-886-2000
ADDRESS: attn: Randell Wallace P.O. Box 4288, Springfield, Missouri ZIP: 65808-4288
OWNER: Mercy Health System - Joplin, Inc. PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 4720 Indiana
LEGAL DESCRIPTION: see attached Exhibit A

Present Zoning R1 Requested Zoning: C-3 Acreage:
Present Use of Property: residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	residential/proposed hospital	proposed C-3/current R1
South	vacant/proposed hospital	proposed C-3/current R1
East	residential	Leawood zoning
West	residential/proposed hospital	proposed C-3/current R1

CHARACTER OF THE NEIGHBORHOOD: mixed commercial, institutional and residential uses currently coexist in the neighborhood, proposed rezoning is part of development of new Mercy Hospital

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, the parcel will be part of the campus of a hospital facility, if approved.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: the property currently has residential zoning incompatible with hospital uses.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes, the rezoning request meets the development principles identified in the city's long-range plans and policies.
2. Consistent with Future Land Use Map? The Map carries the existing uses of the property into the future so the proposed use does not match the map. However, the access to nearby arterial roads and interstate highway makes this the best location for the construction of the hospital to replace the facility destroyed in May.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned. See Exhibit A
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. See Exhibit B
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: Indiana, also Main and 50th when incorporated into whole site.
2. Classification of Street(s):
   Arterial yes Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   adequate traffic improvements will be provided as agreed with Joplin and MODoT.

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: Replatting will be necessary and will take place after the rezoning has been completed.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The property will be the site of the new campus of the Mercy Health System hospital in Joplin. It will be developed in coordination with Joplin officials as well as State transportation and development agencies.

Mercy Health System - Joplin, Inc.

SIGNATURE: By: _____ DATE: 11/5/2011

BY: Gary Pulsipher

TITLE: President



0 485 970 1,940 2,910 3,880 Feet

Case 040-11: A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial District) the area generally known as 4720 South Indiana Avenue - Mercy Health Systems

Case 040-11: 4720 South Indiana Avenue - A request to rezone from District R-1 (Single Family Residential) to District C-3 (Commercial) for future construction of medical facilities – Mercy Health Systems-Joplin, Inc.

Mr. Gilstrap wished to abstain from the discussion and vote on Case 040-11 and Case 041-11 since he is employed by Mercy Health Systems. He left the dais at this time.

Mr. Anderson opened the public hearing for Case 040-11.

Mr. Randall Wallace, 1845 South National, Springfield, Missouri, appeared representing Mercy Health Systems to request the rezoning of additional property located 4720 South Indiana. He appreciated the commissioners' unanimous recommendation for rezoning their property for medical facilities. Mercy did not have the property at 4720 Indiana under contract fully at that time, so he asked for this property to be rezoned the same as the rest of the parcel surrounding it.

Mr. Wallace is also requesting a Special Use Permit for the heliport operation and asked about addressing this issue at the same time. Mr. Anderson explained that two separate hearings are required from a procedural standpoint, but that Mr. Wallace may discuss the heliport at this time.

Mr. Wallace explained that Mercy did obtain the successful rezoning of the rest of the parcel and that they were proactive in trying to address the neighbors' needs. He has received no further comment or opposition to the particular tract at 4720 Indiana being rezoned and asked the commissioners for another recommendation for approval of this rezoning.

Mr. Wallace directed the commissioners to the property lying northwest from the main hospital building and explained that this is the area where Mercy plans to construct its heliport. He thought this location buffers the heliport from residential and other uses and is close to I-44 which produces a great deal of noise itself. He explained that helicopters are an essential part of health care practice and thought this is the best location for all involved.

Mr. Rod Pace, who manages the heliport for Mercy Health Systems, was present in the audience to answer any technical questions the commissioners might have about the operation of the heliport. Mr. Wallace asked the commissioners for their recommendation for approval of the Special Use Permit to the City Council.

Mr. Anderson asked for comments from the audience, and none were received. He closed the public hearing for Case 040-11.

Mr. Smith asked about the small triangular strip of land at 50th Street and Virginia Avenue that is still zoned R-1, and Mr. Kellstadt replied that it is Missouri Department of Transportation (MoDOT) right-of-way.

Mr. Smith thought this area looked like it would contain a pond, and Mr. Kellstadt explained that that Mercy's development layout is only a preliminary rendering. Mr. Wallace believed this area is MoDOT right-of-way.

MR. HARRINGTON MOVED, SECONDED BY MR. EASTMAN, THAT CASE 040-11 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR

P & Z Case 040-11
Mercy Health Systems-Joplin, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-251 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 4720 South Indiana Avenue in the City of Joplin, Newton County, Missouri.

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

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

All of the South One-half (S1/2) of Lot Numbered Nineteen (19) in D O WITMERS SECOND SUBDIVISION in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof.

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

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

_____
Michael R. Woolston, 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: January 3, 2012

Item: RESOLUTION NO. 2012-001
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 12/22/2011
City Attorney: Brian Head — Date: 12-27-11
City Manager: R. Mark Rohr — Date: 12-27-11
Board or Commission: Planning and Zoning Commission — Date: 12/12/2011

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 1 abstention, and 1 absent"

SUMMARY/REQUEST:
Case 041-11: The area bound by I-44, Main Street, 50th Street and Indiana Avenue – A request for a Special Use Permit (First Request) for the operation of a heliport – Mercy Health Systems-Joplin, Inc.

STAFF SUMMARY:
Mercy Health Systems is requesting a special use permit for the use of a heliport for the hospital campus. The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit to be issued Mercy Health Systems.
2. No requirement for renewal will be required.
3. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Gilstrap wished to abstain from the discussion and vote on Case 041-11 since he is employed by Mercy Health Systems.

Mr. Randall Wallace appeared to request a Special Use Permit for the operation of a heliport for Mercy Health Systems.

PUBLIC COMMENT:
None.

Z&P Meeting: December 12, 2011
City Council Meeting: January 3, 2012

STAFF PLANNING REPORT

CASE 041-11:

Petition the Council for a Special Use Permit (1st Request) for vehicle detailing use.

APPLICANT:

Mercy Health Systems-Joplin, Inc.

LOCATION:

Southeast quadrant of Interstate 44 and South Main Street/Hearnes Boulevard/Rte. 86

PRESENT ZONING:

C-3 (Commercial District)

PRESENT USE OF PROPERTY:

Single-family homes, Messenger College, church offices, and undeveloped land

PROPOSED LAND USE ACTIVITY:

Hospital campus

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 104 acres

SITE	LAND USE	EXISTING ZONING
NORTH	Single-Family Residential/Undeveloped	R-1 & C-3PD
SOUTH	Single-Family Residential/Church	R-1 & Leawood
EAST	Single-Family Residential	N/A (Leawood)
WEST	Vehicle Sales (Motorcycle)/Undeveloped	C-3 & R-1

TRAFFIC CONDITIONS:

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

50th Street, Indiana Avenue, Virginia Avenue, 44th Street

IS OFF STREET PARKING PROVIDED?

Yes.

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

N/A

LEAD TEST RESULTS (DAYCARE ONLY):

N/A

DISCUSSION:

The applicant is requesting a special use permit for the use of a heliport for the hospital campus.

ADDITIONAL INFORMATION OR COMMENTS:

None

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit to be issued Mercy Health Systems.
2. No requirement for renewal will be required.
3. Any other conditions set by the City Council of the City of Joplin.

RECEIVED
11-10-11

SPECIAL USE PERMIT APPLICATION

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.: 041-11
Filing Fee: $ 350.00
Date Advertised: 11-27-11
Date Notices Sent
Public Hearing Date: 12-12-11

APPLICANT: Mercy Health System - Joplin, Inc. PHONE: 417-886-2000

ADDRESS: attn: Randell Wallace, PO Box 4288, Springfield MO ZIP: 65808-4288

OWNER: see attached Exhibit A PHONE:

ADDRESS: see attached Exhibit A ZIP:

LOCATION OF PROPERTY: the area bounded by I-44, Main, 50th and Indiana plus area south of 50th

LEGAL DESCRIPTION: see attached Exhibit B

PRESENT ZONING CLASSIFICATION: mixed C3/R1/PD; proposed C3 ACREAGE:

PRESENT USE OF PROPERTY: church, college, and residential uses are present; some property is vacant/unused.

PROPOSED LAND USE ACTIVITY: heliport use as accessory use to hospital

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	commercial/R1 across I-44	R-1 and C-3
South	church, residential, commercial	R-1, C-0, Leawood zoning
East	residential	Leawood zoning
West	commercial/interstate	C-3

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why. See Exhibit C

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

Should this special use be valid only for a specific time period? Yes ☐ No ☒

If Yes, what length of time? _____

SIGNATURE: Mercy Health System - Joplin, Inc. By: _____ DATE: 11/5/2014

BY: Gary Pulsipher TITLE: President

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located. See Exhibit B
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin See Exhibit C

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. no limit
2. Days of Operation. no limit
3. Number of Off-street Parking Spaces. not applicable
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) not applicable
5. Number of Assistants or employees. not applicable
6. Nature of the Business. not applicable
7. Location of the Business. not applicable

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.



Case 041-11: A request for a Special Use Permit for the use of a heliport for the area generally known as the southeast quadrant of Interstate 44 and South Main Street - Mercy Health Systems

N

Case 041-11: The area bound by I-44, Main Street, 50th Street and Indiana Avenue – A request for a Special Use Permit (First Request) for the operation of a heliport – Mercy Health Systems-Joplin, Inc.

Mr. Anderson opened the public hearing for Case 041-11.

Mr. Randall Wallace, 1845 South National, Springfield, Missouri, appeared to request a Special Use Permit for the operation of a heliport for Mercy Health Systems.

Mr. Anderson asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 041-11.

MR. McCLURE MOVED, SECONDED BY MR. SMITH, THAT CASE 041-11 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO MERCY HEALTH SYSTEMS, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. HARRINGTON, MR. McCLURE, AND MR. SMITH VOTING "AYE"; WITH MR. GILSTRAP ABSTAINING; AND WITH MR. LANDRITH BEING ABSENT (5 IN FAVOR, 1 ABSTENTION, AND 1 ABSENT).

Mr. Gilstrap returned to the Council Chambers at this time.

P & Z Case 041-11
Mercy Health Systems-Joplin, Inc.
(P & Z Recommended Approval)

RESOLUTION NO. 2012-001

A RESOLUTION granting a Special Use Permit (First Request) to Mercy Health Systems for the operation of a heliport in the area bound by I-44, Main Street, 50th Street, and Indiana Avenue, in the City of Joplin, Newton County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on December 12, 2011, recommended that a Special Use Permit be granted to Mercy Health Systems for the operation of a heliport in the area bound by I-44, Main Street, 50th Street, and Indiana Avenue, in the City of Joplin, Newton County, Missouri.

WHEREAS, a public hearing was held before the City Council on January 3, 2012, in compliance with said request;

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

That a Special Use Permit be granted to Mercy Health Systems for the operation of a heliport located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All that part of the West Half of Section 26, Township 27 North, Range 33 West, City of Joplin, Newton County, Missouri, being a part of D.O. Witmers Second Subdivision, as duly recorded in the Newton County Recorder's Office in Plat Book 1 at Page 139, and being more particularly described as follows: COMMENCING at a found 5/8" Iron Pin marking the Northeast corner of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, City of Joplin, Newton County, Missouri; thence North 89 Degrees 02 Minutes 33 Seconds West along the North line of said Quarter Section, a distance of 20.00 feet to a point in the West Right-of-Way line of Indiana Avenue, as now established; thence South 01 Degrees 42 Minutes 58 Seconds West along said West Right-of-Way line, a distance of 25.00 feet to the Northeast corner of Lot 6 of D.O. Witmers 2nd Subdivision, a subdivision in Newton County, Missouri, duly recorded in the Newton County Recorder's Office in Plat Book 1 at Page 139, said point being the POINT OF BEGINNING; thence continuing along said West Right-of-Way line South 01 Degrees 42 Minutes 58 Seconds West, a distance of 1,281.57 feet to a point in the same; thence continuing along said West Right-of-Way line South 01 Degrees 18 Minutes 10 Seconds West, a distance of 241.38 feet to the Northeast corner of the tract of land described in the Missouri Warranty Deed duly recorded in the Newton County Recorder's Office in Book 304 at Page 138 (Gentry Tract); thence departing said West Right-of-Way line North 88 Degrees 45 Minutes 35 Seconds West along the North line of said Gentry Tract, a distance of 439.22 feet to a point in the East line of Lot 20 of said D. O. Witmer's 2nd Subdivision; thence South 01 Degrees 14 Minutes 25 Seconds West along said East line, a distance of 238.51 feet to the Northeast corner of Lot 29 of

Whispering Oaks Subdivision, a subdivision in Newton County, Missouri, duly recorded in the Newton County Recorder's Office in Plat Book 3 at Page 87; thence South 88 Degrees 58 Minutes 52 Seconds East along the North line of said subdivision, a distance of 429.74 feet to the Northeast corner of Lot 25 of said subdivision, said point being in the West Right-of-Way line of said Indiana Avenue; thence South 04 Degrees 48 Minutes 51 Seconds West along said West Right-of-Way line, a distance of 788.12 feet to the Southeast corner of Lot 8 of said subdivision, said point being in the North Right-of-Way line of 50th Street, as now established; thence North 88 Degrees 45 Minutes 35 Seconds West along said North Right-of-Way line, a distance of 818.61 feet to a point in the same; thence continuing along said North Right-of-Way line South 01 Degrees 14 Minutes 25 Seconds West, a distance of 10.00 feet to a point in the same; thence continuing along said North Right-of-Way line North 88 Degrees 45 Minutes 35 Seconds West, a distance of 412.09 feet to a point in the East line of the Southwest Quarter of the Northwest Quarter of said Section 26; thence departing said North Right-of-Way line, South 01 Degrees 24 Minutes 44 Seconds West along said East line, and beyond, along the East line of the Northwest Quarter of the Southwest Quarter of said Section 26, said line being the East line of the tract of land described in the Warranty Deed with Restrictions duly filed in the Newton County Recorder's Office in Book 350, at Page 3314, a distance of 679.16 feet to the Southeast corner of said tract of land; thence North 89 Degrees 14 Minutes 14 Seconds West along the South line of said tract of land, a distance of 1,214.61 feet to the Southwest corner thereof, said point being in the East Right-of-Way line of Missouri Route 86, as now established; thence North 01 Degrees 37 Minutes 40 Seconds East along said East Right-of-Way line, a distance of 629.29 feet to a point in the same, said point being in the South Right-of-Way line of 50th Street, as now established; thence along said South Right-of-Way line South 88 Degrees 45 Minutes 35 Seconds East, a distance of 320.87 feet to a point in the same; thence departing said South Right-of-Way line North 01 Degrees 21 Minutes 31 Seconds East, a distance of 859.07 feet to a point in the Southeast Right-of-Way line of U.S. Interstate 44; thence North 35 Degrees 53 Minutes 58 Seconds East along said Southeast Right-of-Way line, a distance of 580.95 feet to a point in the same; thence continuing along said Southeast Right-of-Way line North 56 Degrees 37 Minutes 07 Seconds East, a distance of 654.52 feet to a point in the same; thence continuing along said Southeast Right-of-Way line North 01 Degrees 23 Minutes 08 Seconds East, a distance of 227.52 feet to a point in the same; thence continuing along said Southeast Right-of-Way line North 50 Degrees 40 Minutes 55 Seconds East, a distance of 438.59 feet to a point in the North Right-of-Way line of 45th Street, as now established; thence departing said Southeast Right-of-Way line South 89 Degrees 04 Minutes 40 Seconds East along said North Right-of-Way line, a distance of 99.00 feet to a point in the West line of Grand Avenue, as now established; thence North 01 Degrees 14 Minutes 25 Seconds East along said West Right-of-Way line, a distance of 84.18 feet to a point in said Southeast Right-of-Way line of U.S. Interstate 44; thence North 50 Degrees 40 Minutes 55 Seconds East along said Southeast Right-of-Way line, a distance of 472.93 feet to a point in the South Right-of-Way line of 44th Street, as now established; thence South 89 Degrees 02 Minutes 33 Seconds East along said South Right-of-Way line, a distance of 528.83 feet to the POINT OF BEGINNING and All of the South One-half (S1/2) of Lot Numbered (19) in D O WITMERS SECOND SUBDIVISION in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof,

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

1. This Special Use Permit to be issued Mercy Health Systems.

2. No requirement for renewal will be required.

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

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

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

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

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

_____
Michael R. Woolston, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

RESOLUTION NO. 2012-002

A RESOLUTION recognizing *Victor Sly* upon his retirement from active service as a *Police Officer* within the *City of Joplin Police Department.*

WHEREAS, On, *Tuesday, January 03, 2012, Victor Sly* retired from active service with the *City of Joplin Police Department.*

WHEREAS, *Victor Sly* served residents of Joplin in an outstanding manner during *Twenty Years* of service over his career, and

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

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

Section 1. The City of Joplin does hereby recognize and extend appreciation to *Victor Sly* for service of *Twenty Years* to the City of Joplin in the *Police Department* and residents of this great city.

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

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

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

_____
Mayor

ATTEST: _____
City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012

Item: RESOLUTION NO. 2012-003
Originating Department: FINANCE DEPARTMENT

Attachments: 1) Resolution No. 2012-003

Finance Department: Leslie Jones — Date: 12-27-11
City Attorney: Brian Head — Date: 12-27-11
City Manager: R. Mark Rohr — Date: 12-27-11

Recommended Action: Approval for authority to authorize the refunding of the Series 2003 Certificates of Participation.

SUMMARY/REQUEST:
In 2003, the City issued $6 million in Certificates of Participation for twenty years for the purchase and renovation of City Hall, as well as the renovation of the Justice Center and the Health Department. The current outstanding balance of the C.O.P.'s is $4,720,000. The interest rate started at 3.375% and varies throughout the twenty years, ending with an interest rate of 4.5%.

The first opportunity to refinance the C.O.P.'s is June of 2012. However, due to the current interest rate level, it may be in the City's best interest to do an advanced refunding of the certificates. Due to the volatility of interest rates, this resolution allows staff to work with Piper Jaffray and Gilmore & Bell to determine the best time to authorize the sale of refunding certificates of participation. It also authorizes the approval of the sale of refunding of the certificates as long as the present value debt service savings of the Refunded Certificates is at least 4% of the principal amount of the Refunded Certificates.

The City will have the opportunity to issue a uniform refunding or a deferred refunding. A uniform refunding will spread the savings uniformly over the remaining 12 year life of the certificates, while a deferred refunding gives the City most of the savings in 2012. At current projections of rates starting at 3% and ending at 3.75%, the net present value savings of the uniform refunding is approximately $289,000 or approximately $288,000 for the deferred refunding, which is a savings of nearly 5.5% of the refunded debt service.

RECOMMENDATION:

Staff recommends this Resolution be approved.

RESOLUTION NO. 2012-003

A RESOLUTION authorizing the offering for sale of refunding certificates of participation for the City of Joplin, Missouri.

WHEREAS, the City of Joplin, Missouri (the "City") has selected the firm of Piper Jaffray & Co., Leawood, Kansas (the "Purchaser"), as underwriter, and Gilmore & Bell, P.C., as special counsel ("Special Counsel"), for approximately $4,400,000 principal amount of refunding certificates of participation (the "Certificates"), the proceeds of which are to be used, together with other available funds of the City, to refund the City's outstanding Certificates of Participation, Series 2003 (the "Refunded Certificates"); and,

WHEREAS, the governing body of the City desires to authorize the Purchaser to proceed with the offering for sale of the Certificates; and,

WHEREAS, one of the duties and responsibilities of the Purchaser is to obtain and distribute a Preliminary Official Statement and a final Official Statement relating to the Certificates; and,

WHEREAS, the City desires to authorize the Purchaser and Special Counsel to proceed in assisting the City with the preparation and distribution of its Preliminary Official Statement and final Official Statement relating to the Certificates;

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

Section 1. That the City, the Purchaser and Special Counsel are hereby authorized to proceed with the offering for sale of the Certificates and with all actions necessary and proper related thereto. The principal amount of Certificates expected to be issued for the refunding is approximately $4,400,000, will mature no later than 2023, and shall provide for present value debt service savings of the Refunded Certificates of at least 4% of the principal amount of the Refunded Certificates. The final terms of the Certificates shall be determined and approved by subsequent ordinance of the City Council; and,

Section 2. That the City Council hereby authorizes the preparation of a Preliminary Official Statement and a final Official Statement by amending, supplementing and completing the Preliminary Official Statement, and authorizes the execution of the final Official Statement by the Mayor or the City Manager with such changes and additions thereto as such official shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The City Council hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Certificates; and,

Section 3. That for the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager, Finance Director or other appropriate officers and officials of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the effect that the City

deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule; and,

Section 4. That the City agrees to provide the Purchaser within seven business days of the date of the agreement to purchase the Certificates or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board; and,

Section 5. That the Mayor, the City Manager, Finance Director and other officials, officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Certificates; and,

Section 6. That this Resolution shall be in full force and effect from and after its adoption by the City Council.

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

_____
Michael R. Woolston, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012

Item: COUNCIL BILL NO. 2012- 100
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2012- 100
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Tim Nyander TN	Date: 12-20-2011
Department Head: David Hertzberg DH	Date: 12/20/11
Finance Department: Leslie Jones LJ	Date: 12-27-11
City Attorney: Brian Head	Date: 12-27-11
City Manager: R. Mark Rohr	Date: 12-27-11

Recommended Action: Approval of Contract with B & D Yard builders to remove the structures and any remaining debris including foundation and footings located at 815 Chestnut.

Summary: The above listed address was "tagged" as a dangerous building on April 18, 2011. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). On December 2, 2011 an advertisement for bids began in the Joplin Globe with bids being received on December 7, 2011. At that time bids were received as follows:

B & D Yard builders	**$ 1989.00**
Lynn Rowe	$ 2355.00
Big John's	$ 2495.00
Neal Group	$ 2489.00
Camcor	$ 2650.00
Wheeler Excavation	$ 2535.00

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

Staff recommends that the demolition contract be awarded to B & D Yardbuilder's.

COUNCIL BILL NO. 2012 - 100 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 815 Chestnut. in the City of Joplin, Missouri, for the amount of One Thousand Nine Hundred Eighty Nine and no/100 Dollars ($ 1,989.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of One Thousand Nine Hundred Eighty Nine and no/100 Dollars ($ 1,989.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 815 Chestnut.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 815 Chestnut. and legally described as:

ALL OF THE SOUTH ONE-HALF OF LOT NUMBERED ONE HUNDRED (100) IN BYER'S AND MURPHYS SECOND ADDITION TO THE CITYOF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

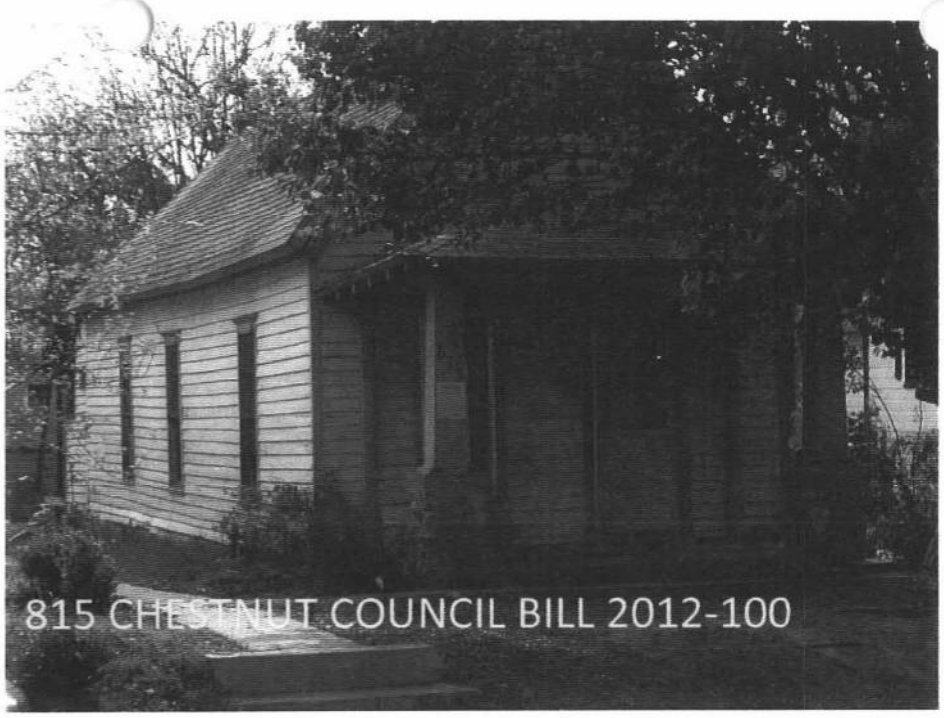
Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2012, by a _____ vote.

ATTEST: Michael R. Woolston - Mayor

Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

Brian W. Head - City Attorney


815 CHESTNUT COUNCIL BILL 2012-100







CITY OF JOPLIN MISSOURI

BID TABULATION:

BID #: ____ DESCRIPTION: 815 S. CHESTNUT AVENUE DEPARTMENT: BUI

BID OPENING DEADLINE: 12/7/2011 OPENED: 10:00 A.M.

OPENED BY: JEFF OLIVER WITNESSED BY: MARCI STOEBEL APPROVI

VENDOR NAME:	DATE RECEIVED:	CONTACT NAME:	PHONE #
LYNN ROWE	12/7/11	LYNN ROWE	417-439-5991
B&D YARD BUILDERS	12/7/11	DENNIS NEELY	417-437-7506
NEAL GROUP	12/7/11	JEFF NEAL	417/849-1605
BIG JOHN'S	12/7/11	SID DAVIS	417-437-0285
CAMCOR	12/7/11	SARA CAMERER	417-455-3861
WHEELER EXCAVATING	12/7/11	STARBUCK WHEELER	417-437-1037

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012

Item: COUNCIL BILL NO. 2012- 101
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2012- 101
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Tim Nyander TN	Date: 12/20/2011
Department Head: David Hertzberg DH	Date: 12/20/11
Finance Department: Leslie Jones	Date: 12-27-11
City Attorney: Brian Head	Date: 12-27-11
City Manager: R. Mark Rohr	Date: 12-27-11

Recommended Action: Approval of Contract with Wheeler Excavation to remove the structures and any remaining debris including foundation and footings located at 905 S. Iowa.

Summary: The above listed address was "tagged" as a dangerous building on February 17, 2010. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). On December 2, 2011 an advertisement for bids began in the Joplin Globe with bids being received on December 7, 2011. At that time bids were received as follows:

B & D Yard builders	$ 2227.00
Lynn Rowe	$ 2625.00
Big John's	$ 2500.00
Neal Group	$ 3239.00
Camcor	$ 2499.00
Wheeler Excavation	**$ 2130.00**

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

Staff recommends that the demolition contract be awarded to Wheeler Excavation.

COUNCIL BILL NO. 2012 - 101 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and clearing of lot area located at 905 S. Iowa. in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Thirty and no/100 Dollars ($ 2,130.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Wheeler Excavation in the amount of Two Thousand One Hundred Thirty and no/100 Dollars ($ 2,130.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 905 S. Iowa.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 905 S. Iowa and legally described as:

ALL OF THAT OF PART PARCEL NUMBERED 401 OF MISCELLANEOUS TRACT NUMBERED 46 OF THE NOTHWEST QUARTER OF SECTION 11, TOWNSHIP 27, RANGE 33, IN THE CITYOF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET NORTH OF THE NORTHWEST CORNER OF MISCELLANEOUS TRACT NUMBERED 217 IN SAID QUARTER SECTION, TOWNSHIP AND RANGE, THENCE EAST ALONG A LINE PARALLEL TO THE NORTHLINE OF SAID MISCELLANEOUS TRACT NUMBERED 217 TO THE WEST LINE OF THE RIGHT OF WAY OF ST LOUIS AND SAN FRANCISCO RAILWAY COMPANY, THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID RAILWAY TO A POINT WHERE SAID RIGHT OF WAY INTERSECTS WITH 9TH STREET, THENCE WEST TO THE SOUTHEAST CORNER OF 9TH STREET AND IOWA STREET, THENCE SOUTH ALONG THE EASTSIDE OF IOWA STREET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 10 FEET THEREOF.

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

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

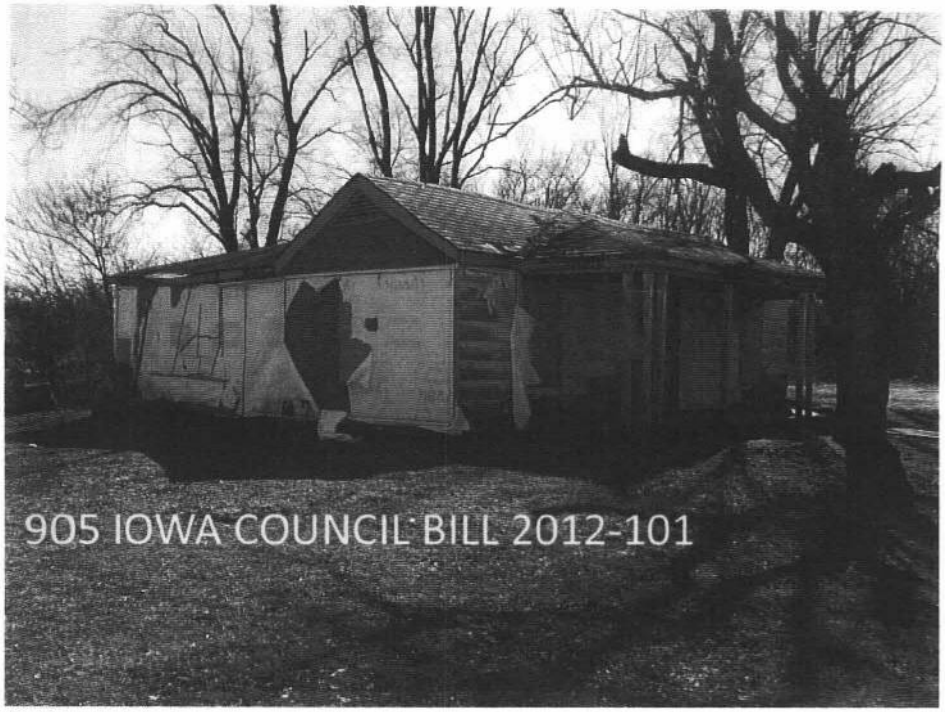
ATTEST:

_____
Barbara Hogelin – City Clerk

_____
Michael R. Woolston - Mayor

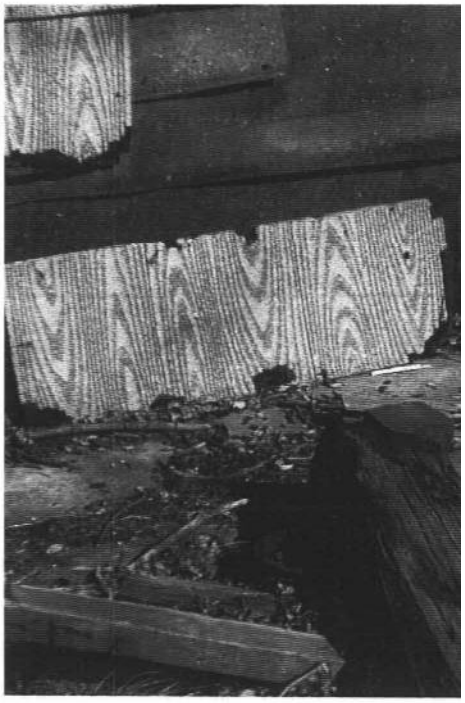
APPROVED AS TO FORM:

_____
Brian W. Head - City Attorney


905 IOWA COUNCIL BILL 2012-101







CITY OF JOPLIN MISSOURI

BID TABULATION:

BID #: ____ DESCRIPTION: 905 S. IOWA AVENUE DEPARTMENT: BUILDIN

BID OPENING DEADLINE: 12/7/2011 OPENED: 10:00 A.M.

OPENED BY: JEFF OLIVER WITNESSED BY: MARCI STOEBEL APPROVE

VENDOR NAME:	DATE RECEIVED:	CONTACT NAME:	PHONE #	
LYNN ROWE	12/7/11	LYNN ROWE	417-439-5991	
B&D YARD BUILDERS	12/7/11	DENNIS NEELY	417-437-7506	
NEAL GROUP	12/7/11	JEFF NEAL	417/849-1605	
BIG JOHN'S	12/7/11	SID DAVIS	417-437-0285	
CAMCOR	12/7/11	SARA CAMERER	417-455-3861	
WHEELER EXCAVATING	12/7/11	STARBUCK WHEELER	417-437-1037	

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012
Council Bill No. 2012-102

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2012-102

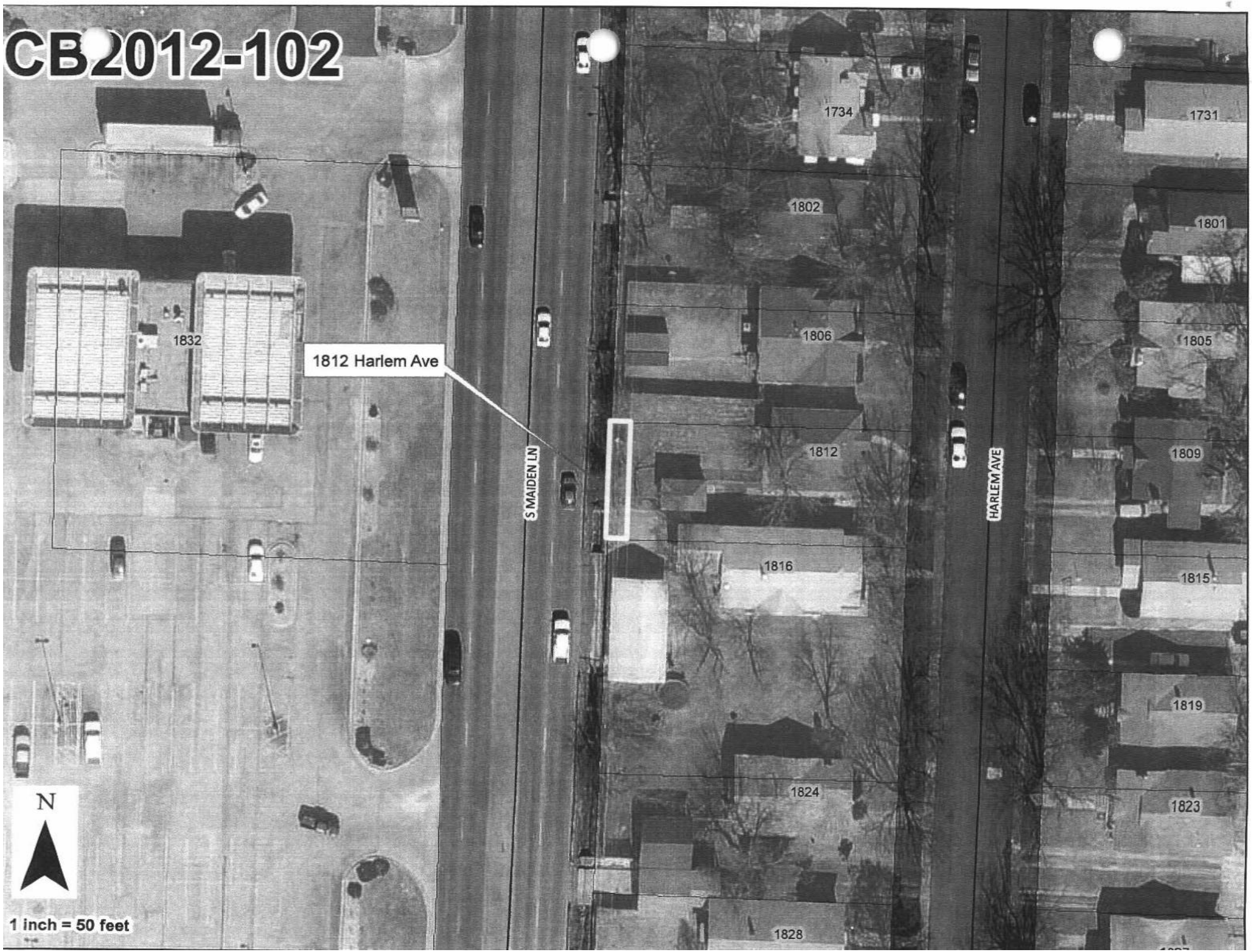
Engineering Department: Jack Schaller	Date: 12-26-11
Department Head: David Hertzberg	Date: 12-26-11
Finance Department: Leslie Jones	Date: 12-27-11
City Attorney: Brian Head	Date: 12-27-11
City Manager: Mark Rohr	Date: 12-27-11

Recommended Action: Purchase of Right of Way at 1812 Harlem Avenue from Cidco L.L.C. for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increased traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 1812 Harlem Avenue. This acquisition will be the 50th of 64 parcels.

Discussion: Staff has reached an agreement with Cidco L.L.C. for Two Thousand Dollars, ($2,000.00). This is the appraisal amount for this acquisition.

Recommendation: Staff recommends approval for payment of $2,000 for the purchase of the described right of way at 1812 Harlem Avenue.


CB2012-102
1734
1731
1802
1801
1832
1806
1805
1812 Harlem Ave
S MAIDEN LN
HARLEM AVE
1812
1809
1816
1815
1819
1824
1823
1828
N
1 inch = 50 feet

COUNCIL BILL NO. 2012-102 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 1812 Harlem Avenue, consisting of part of Joplin Misc. Parcel 64, Lot Numbered 46 in Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand and 00/100 dollars ($2,000.00) and containing an emergency clause.

WHEREAS, Cidco L.L.C., is the legal owner of property at 1812 Harlem Avenue, consisting of part of Joplin Misc. Parcel 64, Lot Numbered 46 in Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2011-2012 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 1812 Harlem Avenue, described herein.

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

Section 1. That the City of Joplin approve the purchase of a right of way at 1812 Harlem Avenue, consisting of:

New Right of Way:

A tract of land being a part of Miscellaneous Lot 46, Parcel 64 in the Southwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in Jasper county, Missouri and described as Beginning at a point 300 feet North of the Northwest corner of Lot 16 of Clark's Addition to the City of Joplin; thence North 02°07'49" East, along the East line of Maiden Lane, 50.00 feet; thence South 87°55'15" East, 8.58 feet; thence South 01°57'02" West, 50.00 feet; thence North 87°55'15" West, 8.74 feet to the Point of Beginning.

Section 2. That the City of Joplin authorize placing $2,000.00, in escrow for the purchase of right of way at 1812 Harlem Avenue. Payment will be made from account #145-4565-520-8105 Project TC0506.

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

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

COUNCIL BILL NO. 2012-102 ORDINANCE NO.

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

_____, 2012 by a vote of _____.

_____
Michael R. Woolston, 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: January 3, 2012
Council Bill No. 2012-103
Item: Acquisition by Condemnation Proceedings for Maiden Lane Widening

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2012-103

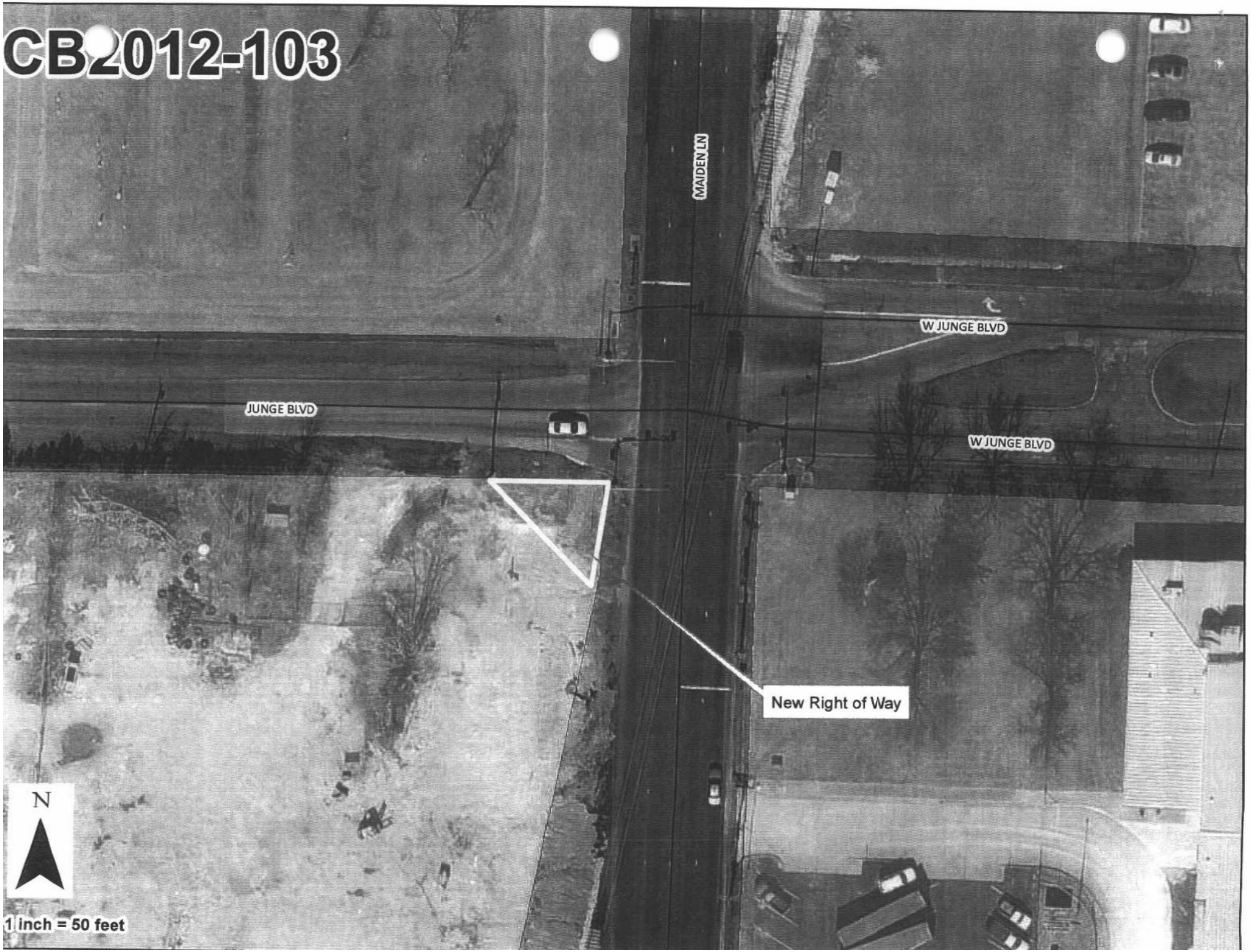
Engineering Department: Jack Schaller JS	Date: 12-22-11
Department Head: David Hertzberg JS for	Date: 12-20-11
Finance Department: Leslie Jones LJ	Date: 12-27-11
City Attorney: Brian W. Head [redacted]	Date: 12-27-11
City Manager: Mark Rohr MR	Date: 12-27-11

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way by condemnation proceedings.

Background: The City of Joplin is in the process of acquiring right-of-way for the widening of Maiden Lane from a four lane to a five lane road. Before construction can take place, and to address immediate storm water issues, it is necessary to make repairs to the drain pipe located beneath the railroad crossing at Junge Blvd. Authorization has been received from KCS Railroad to allow the storm water repairs. In order to proceed with the repairs, additional right of way must be obtained from the Moore's Manufacturing property.

Discussion:
Staff presented an offer based on the value as determined by a professional appraiser hired by the City of Joplin. The appraisal determined a value for the 1,100 square feet of right-of-way to be $3,100. Additional meetings were held with engineering staff in an effort to reach an agreement with the property owner. A preliminary sewer design was prepared by the City Engineer, as requested by Winston Perkins, to assist with his future development vision. City staff conducted additional property research to assist Mr. Perkins in acquiring private easements. To date, staff has been unable to reach an agreement to acquire the 1,100 sq. feet of permanent right of way. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.


CB2012-103
MAIDEN LN
W JUNGE BLVD
JUNGE BLVD
W JUNGE BLVD
New Right of Way
N
1 inch = 50 feet

COUNCIL BILL NO. 2012-103 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way on part of Joplin Misc. Lots 13 and 14 in Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, to be utilized for street and drainage improvements at Maiden Lane and Junge Blvd., directing the City Attorney to commence an action to obtain said right of way; and containing an emergency clause.

WHEREAS, Moore's Manufacturing is the legal owners of part of Joplin Misc. Lots 13 and 14 in Section 9, Township 27, Range 33, in the City of Joplin, Jasper County Missouri; and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain right of way on the tract of land described herein for the Maiden Lane Widening Project; and

WHEREAS, the City of Joplin administration has been unable to obtain this right of way for said tract from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire right of way on property owned by Moore's Manufacturing, for the street improvements, according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way:

A tract of land being a part of Miscellaneous Lot 13 in the Northeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 9; thence South 01°55'14" West, 30.01 feet to the intersection of the East line of said Quarter-Quarter and the South line of 13th Street extended from the West; thence North 89°23'27" West, 30.01 feet to the intersection of the West line of Maiden Lane and the South line of 13th Street, said point being the Point of Beginning; thence North 89°23'27" West, 50.00 feet along the South line of said roadway; thence South 43°44'06" East, 61.76 feet; thence North 09°24'06" East, 44.69 feet to the Point of Beginning.

Temporary Construction Easement:

A tract of land being a part of Miscellaneous Lot 13 in the Northeast Quarter of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 9; thence South 01°55'14" West, 30.01 feet to the intersection of the East line of said Quarter-Quarter and the South line of 13th Street extended from the West; thence North 89°23'27" West, along the South line of said roadway , 80.01 feet to the Point of Beginning; thence North 89°23'27" West, along the South line of said roadway , 244.74 feet; thence South 01°54'16" West, 5.00 feet; thence South 89°23'27" East, 249.74 feet; thence North 43°44'06" West, 6.99 feet to the Point of Beginning

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

COUNCIL BILL NO. 2012-103 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, 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 _____, 2012 by a _____ vote.

_____
Michael R. Woolston, 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: January 3, 2012
Council Bill No. 2012-104
Item: Masonry Repairs to 716 S Main
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Bid Summary
2) Council Bill No. 2012-104

Engineering Department: Jack Schaller JS	Date: 12-27-11
Department Head: David Hertzberg DH	Date: 12-27-11
Finance Department: Leslie Jones LJ	Date: 12-27-11
City Attorney: Brian Head BH	Date: 12-27-11
City Manager: Mark Rohr MR	Date: 12-27-11

Recommended Action: Approval of an Award of Contract with Mid Continental Restoration in the amount of $52,555.26 for the Masonry Repairs at 716 S. Main project.

Background:

The buildings located between 7th Street & 8th Street on the west side of Main Street are contiguous buildings. Due to a fire, the building on the south side of the structure was destroyed. The building was declared dangerous and was scheduled for demolition in mid 2005. Because the cost of the demolition was worth as much as the property, the owner donated it to the city. When the old building was torn down the city was obligated to fix and maintain the wall. The burned section was removed and turned into a parking lot. This left the common wall between the two buildings intact with an interior wall exposed as an exterior public wall. Due to deterioration of the wall and its construction it has become necessary to partially demo, seal and tuck point the wall. The City conducted a boundary survey, it was evident that the wall was completely on city property.

Discussion: The Missouri Department of Transportation will contribute 100 % of reimbursable costs not to exceed $70,000.00, which is from our previous streetscape grant. The project is for the repair of an exterior public wall directly north of the parking lot at the northwest corner of 8th and Main Street.

City Staff prepared the design plans and specifications for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Eight

firms picked up plans and four firms submitted bids (see attached bid tabulations) opened on December 1, 2011. The low bid for the project was submitted by Mid Continental Restoration in the amount of $52,555.26.

Recommendation: This bid is within the Engineers Estimate. Staff recommends award of contract with Mid Continental Restoration in the amount of $52,555.26 for the Masonry Repairs at 716 S. Main project.

BID TABULATION

PROJECT: Masonry Repairs 716 S Main St.
DATE OF BID OPENING: December 1, 2011 10:00 a.m.

CONTRACTOR	BID
Mid Continental Restoration	$47,777.51
FA Enterprise	$55,385.17
WW Masonry Restoration	$73,788.50
MTS Contracting	$67,248.66

COUNCIL BILL NO. 2012-104 ORDINANCE NO.

AN ORDINANCE approving the contract with Mid Continental Restoration. in the amount of Fifty Two Thousand Five Hundred Fifty Five and 26/100 Dollars ($52,555.26) for the Masonry at 716 S Main, providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded to with Mid Continental Restoration in the amount of Fifty Two Thousand Five Hundred Fifty Five and 26/100 Dollars ($52,555.26) for the Masonry at 716 S Main, in the City of Joplin.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractor shall be due the sum thereunder from the infrastructure fund Account Number 305-4550-530-8010.

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

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

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

_____
Michael R Woolston, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Council Bill 2012-104

I hereby certify that a sufficient amount is available in Infrastructure fund Account Number 305-4550-530-8010 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012
Council Bill No. 2012-105

Item: City Sidewalk & Curb Repair 2011 Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tabulation
3) Council Bill No. 2012-105

Engineering: Jack Schaller JS	Date: 12-26-11
Department Head: David Hertzberg JS DH	Date: 12-26-11
Finance Department: Leslie Jones LJ	Date: 12-27-11
City Attorney: Brian Head BDH	Date: 12-27-11
City Manager: Mark Rohr MR	Date: 12-27-11

Recommended Action: Approval of an Award of Contract to Sprouls Construction Inc. in the amount of $40,936.50 for the City Sidewalk & Curb Repair 2011 Project.

Background: This project is to address storm water issues on Jackson Ave., repairing damage to curb created by asphalt failure on Laura Lane and sidewalk repairs at 15th and Wall Ave. due to various city projects. The infrastructure budget provides for these sidewalk needs.

Discussion: City Staff prepared bid documents for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for 1 day. Five firms picked up plans and three firms submitted bids (see attached Bid Tabulation) that were opened on November 22, 2011. The low bid submitted for project was $40,936.50 submitted by Sprouls Construction Inc. This bid is for addressing storm water issues-repairing damage to curb created by asphalt failure and sidewalk repair due to various city projects.

Recommendation: City staff recommends Award of Contract to Sprouls Construction Inc. in the amount of $40,936.50 for the City Sidewalk & Curb Repair 2011 Project. This bid was within the engineering estimate.


W 33RD ST
S JACKSON AVE
SERGEANT AVE
W 34TH ST
N
CITY OF
JOPLIN
MISSOURI
1 inch = 100 feet
Legend
Joplin Streets
Date: 10/25/2011


W 15TH ST
PEARL AVE
WALL AVE
JOPLIN AVE
W 16TH ST
N
inch = 100 feet
Date: 10/25/2011

BID TABULATION

PROJECT: City Sidewalk and Curb Repair
DATE OF BID OPENING: November 22, 2011 10:00 a.m.

CONTRACTOR	BID
Emery Sapp	$59,605.26
Snyder Construction	$51,326.00
Sprouls Construction	$40,936.50

COUNCIL BILL NO. 2012-105 ORDINANCE NO.

AN ORDINANCE approving that the contract be awarded to Sprouls Construction Inc. in the amount of Forty Thousand Nine Hundred Thirty Six Dollars and 50/100 Dollars ($40,936.50) for the City Sidewalk & Curb Repair 2011 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Sprouls Construction Inc. in the amount of Forty Thousand Nine Hundred Thirty Six Dollars and 50/100 Dollars ($40,936.50) for the City Sidewalk & Curb Repair 2011 project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works and his certification to that effect to the Director of Finance, said contractor shall be paid from the Infrastructure Fund, Account Number 305-4550-530-8635.

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

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

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

_____, 2012 by a _____ vote.

_____
Michael R. Woolston, 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 to pay the amount called for in said contract in cash from the Infrastructure Fund No. 305-4550-530-8635 to pay the amounts called for on the basis of bids received.

_____
Leslie Jones, Finance Director

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012
Council Bill No. 2012-106
Item: Cunningham Pool Repair Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Bid Summary
2) Council Bill No. 2012-106

Parks Department: Chris Cotton	Date:
Engineering Department: Jack Schaller JS	Date: 12-27-11
Department Head: David Hertzberg DH for	Date: 12-27-11
Finance Department: Leslie Jones LJ	Date: 12-27-11
City Attorney: Brian Head BDH	Date: 12-27-11
City Manager: Mark Rohr MR	Date: 12-27-11

Recommended Action: Approval of an Award of Contract with Dalton Killinger Construction in the amount of $597,491.40 for the Cunningham Pool Repair project.

Background:
On May 22, 2011 the devastating tornado that ripped through Joplin struck Cunningham Park and totally devastated the park. The pool and all of the buildings were destroyed or severely damaged. The pool and structures had been remodeled and updated in 2004 and those plans have been used to determine the repairs that need to be done.

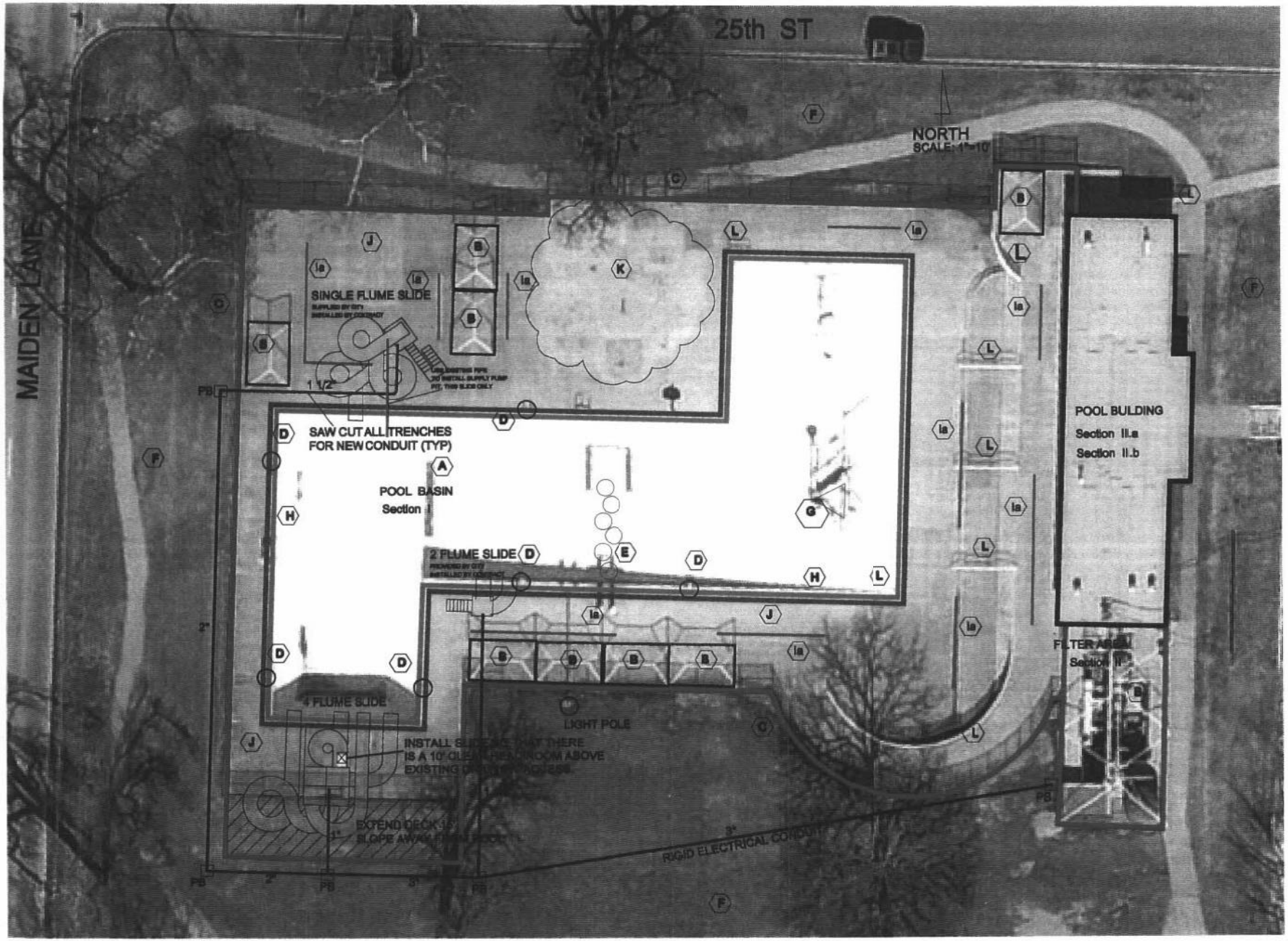
Discussion:
City Staff prepared the design plans and specifications for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Six firms picked up plans and five firms submitted bids (see attached bid tabulations) opened on December 7, 2011. The low bid for the project was submitted by Dalton Killinger Construction in the amount of $597,491.40. This is below our insurance amount for this project. We have fast tracked this project in order to get Cunningham Pool opened by May.

Recommendation: This bid is within the Engineers Estimate. Staff recommends award of contract with Dalton Killinger Construction in the amount of $597,491.40 for the Cunningham Pool Repair project.

BID TABULATION

PROJECT: Cunningham Pool Repairs
DATE OF BID OPENING: December 7, 2011 10:00 a.m.

CONTRACTOR	BID
Dalton Killinger	597,491.40
Vanum Construction	816,200.00
RE Smith	668,245.60
Branco Enterprise	1,017,464.80
Blue Water Pools	711,276.28


25th ST
MAIDEN LANE
NORTH
SCALE: 1"=10'
SINGLE FLUME SLIDE
SAW CUT ALL TRENCHES FOR NEW CONDUIT (TYP)
POOL BASIN
Section I
2 FLUME SLIDE
4 FLUME SLIDE
LIGHT POLE
POOL BUILDING
Section III.a
Section III.b
RIGID ELECTRICAL CONDUIT
1 1/2"
2"
3"

COUNCIL BILL NO. 2012-106 ORDINANCE NO.

AN ORDINANCE approving the contract with Dalton Killinger Construction in the amount of Five Hundred Ninety Seven Thousand Four Hundred Ninety One and 40/100 Dollars ($597,491.40) for the Cunningham Pool Repair project, providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded to with Dalton Killinger Construction in the amount of Five Hundred Ninety Seven Thousand Four Hundred Ninety One and 40/100 Dollars ($597,491.40) for the Cunningham Pool Repair project,

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

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

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

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

_____
Michael R Woolston, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Council Bill 2012-106

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

_____

Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 3, 2012
Council Bill No. 2012-107

Item: Missouri Department of Transportation (MoDOT) Agreement Intersection of Minnesota Avenue and Murphy Boulevard Project.

Originating Department: Public Works – Engineering
Attachments: 1) Agreement
2) Council Bill No. 2012-107

Engineering Department: Jack Schaller JS	Date: 12-26-11
Department Head: David Hertzberg DH	Date: 12-26-11
City Attorney: Brian Head	Date: 12-27-11
Finance Department: Leslie Jones LJ	Date: 12-27-11
City Manager: Mark Rohr	Date: 12-27-11

Recommended Action: Approval of an agreement with the Missouri Department of Transportation for the Intersection of Minnesota Avenue and Murphy Boulevard Project.

Background: The railroad crossing on Murphy Boulevard is a very old crossing and was in need of upgrade. Representatives from MoDOT, the City, and Missouri Northern Arkansas Railroad assessed the crossing and it was determined that the crossing needed to be upgraded for public safety. The crossing had only cross bars and needs to be upgraded to an active crossing. In order to deter traffic from turning into the crossing arms while down it will be necessary for the city to widen and install a median on Minnesota Ave. MoDOT will pay for the upgrade of Minnesota Avenue.

Discussion: Attached is the proposed agreement between the City of Joplin and MoDOT for a railroad crossing upgrade at the Intersection of Minnesota Avenue and Murphy Boulevard. The federal share of this project will be 100 percent and not to exceed $20,000.00. These funds will be used to widen and install the median on Murphy Boulevard.

Recommendation: It is recommended the proposed agreement with the Missouri Department of Transportation (MoDOT) for the Intersection of Minnesota Avenue and Murphy Boulevard Project be approved.

CCO Form: RM11
Approved: 07/96 (KMH)
Revised: 06/11 (MWH)
Modified: 10/11 (AML)

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	RRP-000S(179)
Award Year:	SFY 2012
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CROSSING IMPROVEMENT PROGRAM AGREEMENT

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

WITNESSETH:

WHEREAS, Title 23 United States Code (hereinafter, "USC") §130 authorizes expenditures to fund construction of projects for the elimination of hazards of railway-highway crossings; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such §130 funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of §130 funds to the City. The improvement contemplated by this Agreement and designated as Project RRP-000S(179) involves:

Intersection improvements located at the intersection of Minnesota Avenue and Murphy Boulevard.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project RRP-000S(179) by the Commission is within the city limits of Joplin, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

The intersection of Minnesota Avenue and Murphy Boulevard.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B, attached hereto and incorporated herein by reference. In the event the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(6) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(7) CONSTRUCTION SPECIFICATIONS: Parties agree that the project will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(8) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(9) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC §§4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended, and any regulations promulgated in connection with the Act.

(10) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for

reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 100 percent not to exceed $20,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(11) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(12) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(13) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project RRP-000S(179) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(14) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(15) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(16) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than $10,000.00. The City shall repay any progress payments which involve ineligible costs.

(17) OUTDOOR ADVERTISING: The City further agrees that any right of way provided for the improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(18) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(19) OMB AUDIT: If the City expends five hundred thousand dollars ($500,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expends less than five hundred thousand dollars ($500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(20) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

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

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(24) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
David Hertzbert, P.E., Public Works Director
802 South Main Street
Joplin, Missouri 64801
Facsimile No.: (417) 625-4738

(B) To the Commission:
Becky Baltz, P.E., District Engineer
3025 East Kearney Street
Springfield, Missouri 65801
Facsimile No.: (417) 895-7652

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(26) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

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

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

1. Withholding of payments under this Agreement until the City complies; and/or

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (26) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions

for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(27) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

[Remainder of Page Intentionally Left Blank]

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

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

Executed by the Commission this ___ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No:_____

Exhibit A - Location of Project

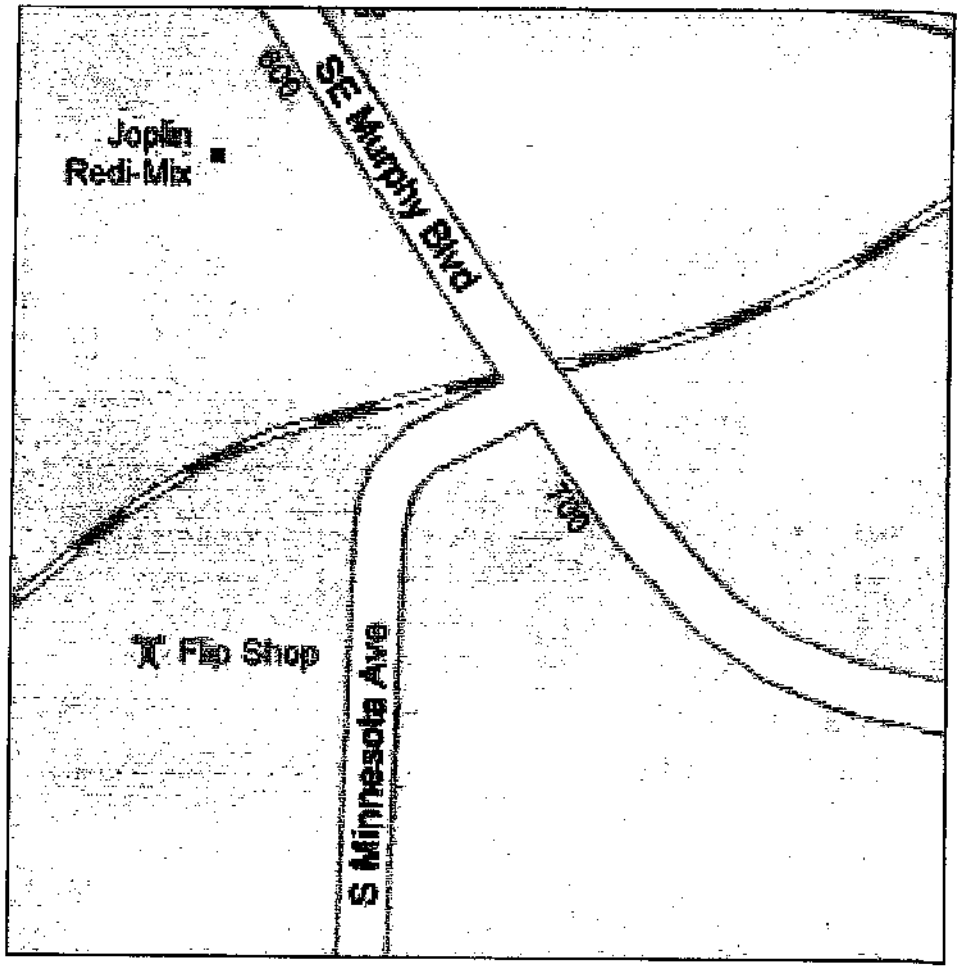


Exhibit B – Project Schedule

Project Description: Intersection improvements located at Minnesota Avenue and Murphy Boulevard. RRP-000S(179)

Task	Date
Date funding is made available or allocated to recipient	12/01/2011
Plans, Specifications & Estimate (PS&E) Submittal	02/03/2012
Plans, Specifications & Estimate (PS&E) Approval	03/02/2012
Advertisement for Letting	03/15/2012
Bid Opening	04/06/2012
Construction Contract Award or Planning Study completed **(REQUIRED)**	05/15/2012

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.



REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
I.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	5
VI.	Record of Materials, Supplies, and Labor	5
VII.	Subletting or Assigning the Contract	5
VIII.	Safety: Accident Prevention	6
IX.	False Statements Concerning Highway Projects	6
X.	Implementation of Clean Air Act and Federal Water Pollution Control Act	6
XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	6
XII.	Certification Regarding Use of Contract Funds for Lobbying	8

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, woman, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. If the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 6 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification; such prospective participant shall attach an explanation to this proposal.

*****

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*****

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 –49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

COUNCIL BILL NO. 2012- 107 ORDINANCE NO.

AN ORDINANCE authorizing the City to enter into an Agreement with the Missouri Department of Transportation for the Intersection of Minnesota Avenue and Murphy Boulevard in the amount not to exceed Twenty Thousand and no/100 Dollars ($20,000.00) and containing an emergency clause.

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

Section 1. That the City enter into an Agreement with the Missouri Department of Transportation for the Intersection of Minnesota Avenue and Murphy Boulevard in the amount not to exceed Twenty Thousand and no/100 Dollars ($20,000.00).

Section 2. That the Director of Public Works of the City of Joplin is authorized to execute the Agreement described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That the Council hereby declares that this Ordinance is an emergency within the meaning of Section 2.12 of the Home Rule Charter of the City and that the additional warning devices are necessary for the public safety and as such it shall become effective immediately upon its passage.

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

_____, 2012 by a _____ vote.

ATTEST: _____
Michael R. Woolston, 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: January 3, 2012
Council Bill No. 2012-108

Item: Agreement with AT & T Corp. for the Zora & Main Interchange Project – J7S0788

Originating Department: Public Works – Engineering
Attachments: 1) Agreement
2) Council Bill No. 2012-108

Engineering Department: Jack Schaller JS	Date: 12-27-11
Department Head: David Hertzberg JS for	Date: 12-27-11
City Attorney: Brian Head	Date: 12-27-11
Finance Department: Leslie Jones	Date: 12-27-11
City Manager: Mark Rohr	Date: 12-27-11

Recommended Action: Approval of an agreement with AT & T Corp. for the Zora and Main Interchange Project – J7S0788.

Background: Zora is a city maintained street, which extends generally in an east-west direction. In 1998, the East/West Corridor Study was completed and improvements on Zora Street from the Range Line bypass (Route 249) to Route JJ were recommended. The construction of a bridge overpass and interchange with Zora and Main Streets is an integral part of this corridor. The Zora Street overpass of Main Street and the Kansas City Southern Railroad will greatly enhance the performance and safety of the Main Street corridor.

Discussion: Attached is the proposed revised agreement between the City of Joplin and AT &T Corp. In order to make improvements to the Zora and Main interchange it will be necessary to adjust certain transmission facilities now located partly on private easements of the AT &T Corp. in order to maintain the present services to customers. This is a different division of AT & T than the previous agreement. This is for twin transmission lines and they are not handled by our local AT & T but by their transmission division in Georgia. This agreement contains an additional cost for work required for the highway construction is estimated to be $107,191.00. The City's obligation toward the cost of the work shall be 72.5% of the actual cost which at this time is estimated to be $77,713.48.

Recommendation: It is recommended the amended cost agreement with AT&T Corp. for the Zora and Main Interchange Project – J7S0788 be approved.

Route 43 (Main/Zora Interchange)
Jasper County
MoDOT Job No. J7S0788

CITY OF JOPLIN MISSOURI
UTILITY AGREEMENT - ACTUAL COST

THIS AGREEMENT is entered into by the City of Joplin, Missouri (hereinafter, "City") and **AT&T Corp.** (hereinafter, "Company").

WITNESSETH:

WHEREAS, the City and the Missouri Highway and Transportation Commission (MHTC) proposes to construct and improve a section of state highway designated as Job No. J7S0788, Route 43 (Main/Zora Interchange), Jasper County, in the vicinity of Zora Avenue in accordance with certain road plans on file in the office of the County Clerk of Jasper County, Missouri; and

*WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located **partly** on private easement of the Company in order to maintain the present services of said Company, such changes being generally shown in legend on plan marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) RELEASE: The Company releases to the City and MHTC all its existing right-of-way and easement interests at the present location within the required road right-of-way or easement as shown on the attached road right-of-way plans and grants to the City and MHTC the right to construct and maintain the highway across Company's right-of-way and easement under the terms and conditions herein stated.

(2) COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG): The Company agrees that the detail plan and estimate of cost for the required adjustment of the Company's facilities have been prepared in accordance with FAPG 23 CFR 645A and any amendments which by reference are made a part of this Agreement. The Company also agrees that the work will be performed in accordance with said regulation.

(3) COMMENCEMENT AND COMPLETION OF WORK: After approval of the detail plan and estimate of cost and upon notification by the City and MHTC, the Company will commence, without unnecessary delay, to make changes to its facilities. The Company will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The Company agrees to provide a written estimated time schedule of its planned work and a written notification to the MHTC's engineer at least five (5) days prior to beginning the

work. If the Company falls behind in its work schedule, it shall submit a revised work schedule to the MHTC's **(area/resident)** engineer. The Company will make every effort to get back on schedule and complete its work. The Company has an affirmative duty to cooperate and coordinate its activities with those of the MHTC's roadway contractor. The MHTC's contractor has a contractual requirement to cooperate and coordinate its activity with the Company and other utility companies on this job.

(4) AUDIT OF RECORDS: The Company shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the Company in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The MHTC's **(area/resident)** engineer in charge of said project, or any authorized agent of the City, shall have access during normal business hours to such Company records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

(5) SUBCONTRACT: The Company is not adequately staffed or equipped to perform all work and intends to contract portions and will comply with FAPG 23 CFR 645A relating to performing part or all of the work by contract. Furthermore, if the Company solicits bids for the work, the Company is to furnish to the City a tabulation of bids received, a copy of the proposal used in securing the bids, and any other information to support the Company's recommendation for award to the lowest qualified bidder prior to any contract work being performed.

(6) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the Company agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the City's engineer or his/her representative and having approval of the City PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(7) BACKFILL: The Company agrees to compact backfill of all excavation within the roadway limits in accordance with the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the MHTC's resident engineer.

(8) CONDITION OF RIGHT OF WAY: Upon completion of the work provided in this Agreement, the Company shall remove all leftover materials and debris resulting from the work and leave the right of way in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(9) SAFETY DEVICES: At all times when work is being performed by the Company under such conditions as will affect traffic on the public highways, the Company will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(10) COST: The total cost of the work required for the highway construction is estimated to be **$107,191.00 One Hundred Seven Thousand and One Hundred Ninty One and 00/00 Dollars**.

The City's obligation toward the cost of the work under this Agreement shall be Seventy Two and 1/2 (72.5) percent of the actual cost, which obligation is now estimated to be **$77,713.48 Seventy Seven Thousand Seven Hundred Thirteen and 48/00Dollars**.

The City's obligation shall extend only to those costs incurred under the provisions of FAPG 23 CFR 645A. Upon approval of the Company's plan and estimate of cost, the City will promptly pay the Company for 100% of the City's obligation. The City will afterwards conduct an audit of the Company's statement and supporting records. If the audit reveals that the Company has been overpaid, the Company will immediately refund to the City such overpayment.

(11) PERMIT REQUIREMENT: The Company shall obtain a no cost permit from the Missouri Highway and Transportation district engineer and the City's engineer prior to adjusting or relocating its property from, within, or onto the MHTC's and City's right of way. The permit shall be signed by an authorized Company representative.

(12) CITY REPRESENTATIVE: The MHTC's **(area/resident)** engineer is designated as the City's representative for the purpose of administering the provisions of this Agreement.

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

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

(15) FINAL INVOICE SUBMITTAL: After completion of the utility work, the Company agrees to submit a final invoice for the cost of the work to the City within One Hundred Twenty(120) days or as mutually agreed to by the City's and MHTC's **(area/resident)** engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit B) when possible to promote faster processing by the City. The City's resident engineer will process the final invoice as soon as possible after receipt. If the final invoice is greater than the City's payment provided in paragraph (10), the City shall promptly pay the Company the additional City obligation. Conversely, if the final invoice is less than the City's payment, the Company shall promptly remit the City's overpayment.

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

(17) COOPERATION: When the Company relocation work is being done concurrent with the City's roadway contractor operation, the Company agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(18) HIGHWAY IMPROVEMENT INFORMATION: The City agrees to furnish the Company all necessary information on the highway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(19) WORK CANCELED: If the City instructs the Company not to proceed with the work, the City shall reimburse the Company for the City's percentage share of the Company's costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The Company shall promptly return to the City any funds in excess of those actually incurred prior to the date the work is canceled.

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

Executed by the Company this 8th day of December, 2011.

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

CITY OF JOPLIN

By _____

Title David K. Hertzberg,
Director of Public Works

COMPANY

By Alvin S. Richardson

Name: Alvin S. Richardson
Title: Sr. Tech. Project Manager

Approved as to Form this _____ day
Of _____, 20____

_____
Brian W. Head, City Attorney

ACKNOWLEDGMENT BY COMPANY

STATE OF GEORGIA)
)
COUNTY OF DEKALB)

On this 8th day of December, 2011, before me personally appeared known to me, who being by me duly sworn, did say that he is a Sr. Tech. Project Manager of AT&T Corp. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: 4-20-15

COUNCIL BILL NO. 2012- 108 ORDINANCE NO.

AN ORDINANCE authorizing the City to enter into an Agreement with AT & T Corp. for the Zora and Main Interchange Project – J7S0788 in addition to Ordinance 2011-176 passed by the Council on November 21, 2011, and containing an emergency clause.

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

Section 1. That the City enter into an amended Agreement with AT & T Corp. for the Zora and Main Interchange Project – J7S0788, in addition to Ordinance 2011-176 passed by the Council on November 21, 2011

Section 2. That the Director of Public Works of the City of Joplin is authorized to execute the Agreement described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That the Council hereby declares that this Ordinance is an emergency within the meaning of Section 2.12 of the Home Rule Charter of the City and that the additional warning devices are necessary for the public safety and as such it shall become effective immediately upon its passage.

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

ATTEST: Michael R. Woolston, 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: January 3, 2012

ITEM: Council Bill No. 2012-450 approving a Cooperative Agreement between the U.S. Environmental Protection Agency (EPA) and the City of Joplin for funding to support soil testing and remediation activities associated with tornado response.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2012-450, together with a copy of the Cooperative Agreement.

HEALTH DIRECTOR:	Dan Pekarek	**DATE:** 12-27-11
CITY MANAGER:	R. Mark Rohr	**DATE:** 12-27-11
CITY ATTORNEY:	Brian W. Head	**DATE:** 12-27-11
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 12-27-11
PUBLIC WORKS DIRECTOR:	David Hertzberg	**DATE:** 12.27.11

RECOMMENDED ACTION:

Staff recommends approval of this Council Bill on an Emergency Basis.

SUMMARY:

Recent soil lead testing conducted by the Jasper County Health Department following the May 22nd tornado in Joplin has revealed elevated soil lead levels in properties in the Expedited Debris Removal (EDR) area outside of the previously designated areas where soil lead testing was required for building permit issuance. It is believed that these elevations are primarily the result of the use of mine waste chat in the construction of homes some years ago, or where mine waste contamination was present at the time of construction and was simply covered by normal yard development practices. This material has now been exposed due to significant damage to homes in the area.

A City ordinance updated at the October 17th city council meeting requires the testing for lead and cadmium of certain properties in the EDR area and other previously identified mine waste contaminated areas in the city where children are likely to be present (residences, daycares, etc.), before a building permit is issued. If properties test above specified levels, property owners are required to follow a Jasper County health ordinance that outlines how the yard play areas are to be developed.

In order to lessen the potential burden on local residents associated with the costs of following these requirements, the City requested aid in addressing these elevated soil lead and/or cadmium situations from EPA. This EPA Cooperative Agreement provides initial funding of $500,000 for these purposes. Key aspects of the agreement grant include:

- Hiring a full time staff person in the Public Works Dept. to oversee all activities funded under this agreement including coordinating soil testing activities and oversight of the soil clean-up contractor hired to remediate contaminated yards.

- Training of City Health Dept. staff to enable them to assist the county health dept. in testing of soils.
- Equipment and supplies necessary for funded activities.
- Conducting a competitive bid and hiring a qualified contractor to provide yard clean-up activities.

Additional funds may be requested in future years if demand indicates the need.

Staff recommends approval on an emergency basis.

U. S. ENVIRONMENTAL PROTECTION AGENCY
ASSISTANCE AGREEMENT NOTICE

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

Grant Number: XP-97733301-0

Enclosed are two copies of an Assistance Agreement offer from the U.S Environmental Protection Agency.

To accept this offer, please carefully review any terms and conditions, sign[1], and return one original copy to the following address within three weeks[2] of the mailing date on the Assistance Agreement:

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 7
PLMG/RFMB/GRMS
901 North 5th Street
Kansas City, Kansas 66101
ATTN: Grants Assistant

The other original should be retained for your official records and copies distributed within your organization as needed. Please note, funds will not be available to draw until we receive your countersigned acceptance of this offer.

Below is a list of required reports as stipulated by the Terms and Conditions within your award. It is important these reports are submitted timely.

1. **Federal Financial Report (FFR) – SF425**
2. **Minority Business Enterprise and Women-Owned Business Enterprise Utilization Report (MBE/WBE) –EPA Form 5700-52A**

For the frequency of these required reports and other technical reports please review the Terms and Conditions of your award. For further assistance with your post award management responsibilities, please see Managing Your Grant.[3] This link contains important post award reporting requirements and instructions on how to receive payments. To view this and other grant related information visit our Grants Office Website at:

http://www.epa.gov/region7/grants_funding/index.htm

Please reference the EPA Assistance Number on all future correspondence regarding this Assistance Agreement. If you have any questions, you may contact the Grant Specialist identified in the Assistance Agreement.

[1] Must be signed by authorized representatives as shown on the Assistance Agreement Offer signature block or formally authorized delegate.
[2] Failure to countersign and return within three weeks of the mailing of this offer may result in withdrawal of this offer.
[3] Please contact your Grant Specialist if you need a paper copy of this document.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 97733301	
MODIFICATION NUMBER: 0	**DATE OF AWARD** 12/08/2011
PROGRAM CODE: V	
TYPE OF ACTION New	**MAILING DATE** 12/15/2011
PAYMENT METHOD: ACH	**ACH#** 77526

RECIPIENT TYPE:
Municipal

Send Payment Request to:
U.S. Environmental Protection Agency - Las Vegas FC
P.O. Box 98515, Las Vegas, NV 89193-8515
Phone: #702-798-2426, Fax: #702-798-2423

RECIPIENT:	**PAYEE:**
City of Joplin 602 S. Main Street Joplin, MO 64801 **EIN:** 44-6000196	City of Joplin 602 S. Main Street Joplin, MO 64801

PROJECT MANAGER	**EPA PROJECT OFFICER**	**EPA GRANT SPECIALIST**
Daniel Pekarek 602 S. Main Street Joplin, MO 64801 **E-Mail:** dpekarek@joplinmo.org **Phone:** 417-623-6122	Marie Rabenau 901 North Fifth Street, SUPR/IO Kansas City, KS 66101 **E-Mail:** Rabenau.Marie@epamail.epa.gov **Phone:** 913-551-7968	Connie Allen Grants Management Office, PLMG/RFMB/GRMS **E-Mail:** Allen.Connie@epamail.epa.gov **Phone:** 913-551-7363

PROJECT TITLE AND DESCRIPTION

Contaminated Yards Restoration

This agreement will enable the City of Joplin to conduct environmental assessments, coordinate with the Jasper County Health Department to ensure contaminated properties are remediated, to enhance soil testing capabilities and to provide coordination of remediation plans to ensure yard remediation is conducted in accordance with the Jasper County Institutional Control ordinance.

BUDGET PERIOD	**PROJECT PERIOD**	**TOTAL BUDGET PERIOD COST**	**TOTAL PROJECT PERIOD COST**
12/15/2011 - 12/14/2013	12/15/2011 - 12/14/2013	$500,000.00	$500,000.00

NOTICE OF AWARD

Based on your application dated 11/09/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards $500,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $500,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Grants Management Office 901 North Fifth Street Kansas City, KS 66101	U.S. EPA, Region 7 Superfund Division 901 North Fifth Street Kansas City, KS 66101

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Karen L. Sherrill - Grants Management Officer	**DATE** 12/08/2011

AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	**TYPED NAME AND TITLE**	**DATE**
	R. Mark Rohr, City Manager	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 500,000	$ 500,000
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$	$ 0
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 500,000	$ 500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
ORONOGO	127AW92009	12	T	7AW0R	303DD2	4185	0736RA01	C004	500,000
									500,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$59,804
2. Fringe Benefits	$26,207
3. Travel	$8,576
4. Equipment	$58,000
5. Supplies	$3,600
6. Contractual	$343,813
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$500,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$500,000
12. Total Approved Assistance Amount	$500,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$500,000
15. Total EPA Amount Awarded To Date	$500,000

Administrative Conditions

1. I. Central Contractor Registration and Universal Identifier Requirements.

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
   a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

2. I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal

procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. subawards, and

ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carryout the project or program (for further explanation, see Sec. –.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   i. Salary and bonus .
   ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   Iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
   v. *Above-market earnings on deferred compensation which is not tax-qualified* .
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

3. Recipient agrees to submit the Federal Financial Report (FFR) form SF-425 to EPA no later than ninety (90) days after the end of the grant budget/project period. The EPA requires only the information requested on FFR lines 10d through 10o. A blank FFR is available for completion on the Las Vegas Finance Center's (LVFC) website: http://www.epa.gov/ocfo/finservices/forms.htm The Final FFR form SF-425 **must be submitted to: U.S. EPA-Las Vegas FC, P.O. Box 98515, Las Vegas, NV 89193-8515.**

4. Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.

5. The Recipient agrees that none of the funds provided under this agreement may be used for subawards/subgrants or contracts to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. Congress has prohibited the EPA from using its FY 2010 and/or FY 2011 appropriations to provide funds to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to the EPA Grants Management Specialist listed on the first page of this award document.

6. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

7. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Recipient agrees to comply with the respective OMB Circular (A-21, A-87, or A-122),

which prohibits the use of federal grant funds for litigation against the United States. Recipients subject to the requirements of 40 CFR Part 30 agree to comply with the respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

8. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding $100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

9. Recipient agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions. Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled Covered Transactions, includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions. Recipient agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

10. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
Recipients classified as individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

Details concerning violation of this condition may be found under Title 40 CFR 36.510.

11. Recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

12. In accordance with 40 CFR 30.34(g)(4) or 31.32(g), whichever is applicable, EPA reserves the right to transfer title to any equipment purchased under this Assistance Agreement which has a per unit cost greater than $5,000. The Recipient agrees to request, and receive, disposition instructions prior to disposal of equipment purchased under this Assistance Agreement which meets this criteria from the EPA, Grants Management Office. All equipment purchases proposed after award must be approved by EPA in writing.

13. The Recipient agrees if $500,000 or more in total Federal funds is expended in any fiscal year, they will obtain a single audit from an independent auditor according to the guidance provided in OMB Circular A-133. The Recipient agrees that within nine months after the fiscal year end or 30 days after receiving the report from the auditor, they will electronically submit a copy of the data collection form SF-SAC and a Single Audit Report Package to the Federal Audit Clearinghouse Internet Data Entry System.

For complete instructions for electronic submission of the SF-SAC and the Single Audit Report Package are located at the Federal Audit Clearinghouse Web site:

http://harvester.census.gov/fac/

14. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

    a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

    b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

    c. You must include the requirements of the Prohibition Statement below, in any subaward you make to a private entity.

    Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

15. The Recipient agrees, in accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

    The Recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

16. **GENERAL COMPLIANCE, 40 CFR, Part 33 -** The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

    FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D- A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

    Accepting the Fair Share Objectives/Goals of Another Recipient -The dollar amount of this assistance agreement is $250,000, or more; or the total dollar amount of all of the recipient's assistance agreements from EPA in the current fiscal year is $250,000, or

more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Nebraska Department of Environmental Quality (NDEQ)** as follows:

Nebraska	MBE	WBE
Supplies	5%	12%
Equipment	6%	11%
Services	5%	11%
Construction	6%	8%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **NDEQ.**

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503 - The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31 and September 30.

The reports are due within 30 days of the end of the semiannual reporting periods (April 30 and October 30). Reports should be sent to ATTN: Grant Assistant. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

1. The Recipient agrees that EPA may terminate this assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. The EPA Project Officer will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

2. Recipient agrees to provide the following reports:

   Quarterly and final performance reports on all activities identified in the work plan in accordance with 40 CFR 35.6650. These reports will contain at a minimum:

   a) an explanation of work accomplished during the reporting period, delays, or other problems, if any, and a description of the corrective measures that are planned. For pre-remedial Cooperative Agreements, the report must include a list of the site-specific products completed and the estimated number of technical hours spent to complete each product;

   b) a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies;

   c) a comparison of the estimated funds spent to date to planned expenditures and an explanation of significant discrepancies. For remedial, enforcement, and removal reports, the comparison must be on a per task basis; and

   d) an estimate of the time and funds needed to complete the work required in the

Cooperative Agreement, a comparison of that estimate to the time and funds remaining, and a justification for any increase.

These quarterly performance reports shall be due no later than 60 days after the end of each quarter; the final performance report is due within 90 days after the expiration of the project period. Reports should be submitted electronically to the EPA Project Officer via electronic mail or compact disc.

3. A cooperative agreement is being awarded as defined under the statutory authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, herein referred to as CERCLA. The regulations in 40 CFR Part 35 Subpart O codify recipient requirements for administering CERCLA-funded Cooperative Agreements. Within the regulations a Cooperative Agreement is defined as a legal instrument EPA uses to transfer money, property, services, or anything of value to a recipient to accomplish a public purpose in which substantial EPA involvement is anticipated during the performance of the project.

   The Environmental Protection Agency's (EPA) responsibilities under CERCLA cooperative agreements would include increased monitoring, joint operational involvement , participation, and/or collaboration between EPA and the recipient. In addition, the National Contingency Plan (NCP) requires state involvement in response actions. This programmatic term and condition is being added to provide documentation for selection of a cooperative agreement. The awarding of a cooperative agreement will meet the statutory requirements of CERCLA, the 40 CFR Part 35 Subpart O regulations and the intent of the NCP by ensuring state involvement in response actions.

4. Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of Agency between EPA and the City. Any standards, procedures, or protocols prescribed in this Agreement to be followed by the City during the performance of its obligations under this Agreement are to assure the quality of the final product of the actions contemplated by this Agreement, and do not constitute a right to control the actions of the City. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the City in any matter relating to this Agreement, and the City (including its employees and contractors) is not authorized to represent or act on behalf of EPA in any matter related to this Agreement. Neither EPA nor the City shall be liable for the contracts, acts, errors, or omissions of the agency, employees, or contractors of the other party entered into, committed, or performed with respect to or in the performance of, this Agreement.

5. This Agreement is intended to benefit only the City. It extends no benefit or rights to any party not

   a signatory to this Agreement. In addition, EPA does not assume any rights to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. Section 1346(b), 2671-2680. To the extent permitted by City law, the City does not assume liability to any third parties with respect to losses due to bodily injury or property damage.

6. Where City laws or other restrictions may prevent the City from acting consistent with CERCLA, as amended by SARA, the City agrees to promptly notify and consult with EPA regarding the use of such laws or other restrictions.

7. Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

   a) to establish all sub-award agreements in writing;

   b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);

   c) to ensure that any sub-award(s) comply with the standards in Section

210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;

d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award costs are necessary, reasonable, and allocable;

e) to ensure that any sub-award(s) to 501(c)(4) organizations do not involve lobbying activities;

f) to monitor the performance of the sub-recipient(s) and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;

g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and

h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:

http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:

http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf

http://www.whitehouse.gov/omb/financial_fin_single_audit

8. The EPA and the City agree that they will cooperative and coordinate in efforts to recover their respective costs of response actions taken at the site described herein, including the negotiation of settlement and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, excepting any documents or information which may be confidential under the provisions of any applicable State or Federal law or regulation.

9. The recipient will utilize the Generic Quality Assurance Project Plan (QAPP) for Region 7's Superfund Lead Contaminated and Potential Lead Contaminated Sites dated June 2007 as a model to create a QAPP more specific to the work being performed by the City of Joplin. An EPA approved QAPP must be in place prior to any data collection and not later than 60 days after the date of this award.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 97733301 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** V	**DATE OF AWARD** 12/08/2011
TYPE OF ACTION New	**MAILING DATE** 12/15/2011
PAYMENT METHOD: ACH	**ACH#** 77526

RECIPIENT TYPE:
Municipal

Send Payment Request to:
U.S. Environmental Protection Agency - Las Vegas FC
P.O. Box 98515, Las Vegas, NV 89193-8515
Phone: #702-798-2426, Fax #702-798-2423

RECIPIENT:	**PAYEE:**
City of Joplin 602 S. Main Street Joplin, MO 64801 **EIN:** 44-6000196	City of Joplin 602 S. Main Street Joplin, MO 64801

PROJECT MANAGER	**EPA PROJECT OFFICER**	**EPA GRANT SPECIALIST**
Daniel Pekarek 602 S. Main Street Joplin, MO 64801 **E-Mail:** dpekarek@joplinmo.org **Phone:** 417-623-6122	Marie Rabenau 901 North Fifth Street, SUPR/IO Kansas City, KS 66101 **E-Mail:** Rabenau.Marie@epamail.epa.gov **Phone:** 913-551-7968	Connie Allen Grants Management Office, PLMG/RFMB/GRMS **E-Mail:** Allen.Connie@epamail.epa.gov **Phone:** 913-551-7363

PROJECT TITLE AND DESCRIPTION

Contaminated Yards Restoration

This agreement will enable the City of Joplin to conduct environmental assessments, coordinate with the Jasper County Health Department to ensure contaminated properties are remediated, to enhance soil testing capabilities and to provide coordination of remediation plans to ensure yard remediation is conducted in accordance with the Jasper County Institutional Control ordinance.

BUDGET PERIOD	**PROJECT PERIOD**	**TOTAL BUDGET PERIOD COST**	**TOTAL PROJECT PERIOD COST**
12/15/2011 - 12/14/2013	12/15/2011 - 12/14/2013	$500,000.00	$500,000.00

NOTICE OF AWARD

Based on your application dated 11/09/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards $500,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $500,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Grants Management Office 901 North Fifth Street Kansas City, KS 66101	U.S. EPA, Region 7 Superfund Division 901 North Fifth Street Kansas City, KS 66101

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Karen L. Shemill - Grants Management Officer	**DATE** 12/08/2011

AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	**TYPED NAME AND TITLE**	**DATE**
	R. Mark Rohr, City Manager	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 500,000	$ 500,000
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$	$ 0
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 500,000	$ 500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
ORONOGO	127AW92009	12	T	7AW0R	303DD2	4185	0736RA01	C004	500,000
									500,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$59,804
2. Fringe Benefits	$26,207
3. Travel	$8,576
4. Equipment	$58,000
5. Supplies	$3,600
6. Contractual	$343,813
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$500,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$500,000
12. Total Approved Assistance Amount	$500,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$500,000
15. Total EPA Amount Awarded To Date	$500,000

Administrative Conditions

1. I. Central Contractor Registration and Universal Identifier Requirements.

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
   a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

2. i. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal

procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. subawards, and

ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carryout the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   i. *Salary and bonus* .
   ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
   v. *Above-market earnings on deferred compensation which is not tax-qualified* .
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

3. Recipient agrees to submit the Federal Financial Report (FFR) form SF-425 to EPA no later than ninety (90) days after the end of the grant budget/project period. The EPA requires only the information requested on FFR lines 10d through 10o. A blank FFR is available for completion on the Las Vegas Finance Center's (LVFC) website: http://www.epa.gov/ocfo/finservices/forms.htm The Final FFR form SF-425 **must be submitted to: U.S. EPA-Las Vegas FC, P.O. Box 98515, Las Vegas, NV 89193-8515.**

4. Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.

5. The Recipient agrees that none of the funds provided under this agreement may be used for subawards/subgrants or contracts to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. Congress has prohibited the EPA from using its FY 2010 and/or FY 2011 appropriations to provide funds to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to the EPA Grants Management Specialist listed on the first page of this award document.

6. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

7. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Recipient agrees to comply with the respective OMB Circular (A-21, A-87, or A-122),

which prohibits the use of federal grant funds for litigation against the United States. Recipients subject to the requirements of 40 CFR Part 30 agree to comply with the respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

8. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding $100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

9. Recipient agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions. Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled Covered Transactions, includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions. Recipient agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

10. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
Recipients classified as individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

Details concerning violation of this condition may be found under Title 40 CFR 36.510.

11. Recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

12. In accordance with 40 CFR 30.34(g)(4) or 31.32(g), whichever is applicable, EPA reserves the right to transfer title to any equipment purchased under this Assistance Agreement which has a per unit cost greater than $5,000. The Recipient agrees to request, and receive, disposition instructions prior to disposal of equipment purchased under this Assistance Agreement which meets this criteria from the EPA, Grants Management Office. All equipment purchases proposed after award must be approved by EPA in writing.

13. The Recipient agrees if $500,000 or more in total Federal funds is expended in any fiscal year, they will obtain a single audit from an independent auditor according to the guidance provided in OMB Circular A-133. The Recipient agrees that within nine months after the fiscal year end or 30 days after receiving the report from the auditor, they will electronically submit a copy of the data collection form SF-SAC and a Single Audit Report Package to the Federal Audit Clearinghouse Internet Data Entry System.

For complete instructions for electronic submission of the SF-SAC and the Single Audit Report Package are located at the Federal Audit Clearinghouse Web site:

http://harvester.census.gov/fac/

14. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

    a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

    b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

    c. You must include the requirements of the Prohibition Statement below, in any subaward you make to a private entity.

    Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

15. The Recipient agrees, in accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

    The Recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

16. **GENERAL COMPLIANCE, 40 CFR, Part 33** - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

    FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D- A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

    Accepting the Fair Share Objectives/Goals of Another Recipient -The dollar amount of this assistance agreement is $250,000, or more; or the total dollar amount of all of the recipient's assistance agreements from EPA in the current fiscal year is $250,000, or

more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Nebraska Department of Environmental Quality (NDEQ)** as follows:

Nebraska	MBE	WBE
Supplies	5%	12%
Equipment	6%	11%
Services	5%	11%
Construction	6%	8%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **NDEQ.**

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503 - The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31 and September 30.

The reports are due within 30 days of the end of the semiannual reporting periods (April 30 and October 30). Reports should be sent to ATTN: Grant Assistant. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

1. The Recipient agrees that EPA may terminate this assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. The EPA Project Officer will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

2. Recipient agrees to provide the following reports:

   Quarterly and final performance reports on all activities identified in the work plan in accordance with 40 CFR 35.6650. These reports will contain at a minimum:

   a) an explanation of work accomplished during the reporting period, delays, or other problems, if any, and a description of the corrective measures that are planned. For pre-remedial Cooperative Agreements, the report must include a list of the site-specific products completed and the estimated number of technical hours spent to complete each product;

   b) a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies;

   c) a comparison of the estimated funds spent to date to planned expenditures and an explanation of significant discrepancies. For remedial, enforcement, and removal reports, the comparison must be on a per task basis; and

   d) an estimate of the time and funds needed to complete the work required in the

Cooperative Agreement, a comparison of that estimate to the time and funds remaining, and a justification for any increase.

These quarterly performance reports shall be due no later than 60 days after the end of each quarter; the final performance report is due within 90 days after the expiration of the project period. Reports should be submitted electronically to the EPA Project Officer via electronic mail or compact disc.

3. A cooperative agreement is being awarded as defined under the statutory authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, herein referred to as CERCLA. The regulations in 40 CFR Part 35 Subpart O codify recipient requirements for administering CERCLA-funded Cooperative Agreements. Within the regulations a Cooperative Agreement is defined as a legal instrument EPA uses to transfer money, property, services, or anything of value to a recipient to accomplish a public purpose in which substantial EPA involvement is anticipated during the performance of the project.

The Environmental Protection Agency's (EPA) responsibilities under CERCLA cooperative agreements would include increased monitoring, joint operational involvement , participation, and/or collaboration between EPA and the recipient. In addition, the National Contingency Plan (NCP) requires state involvement in response actions. This programmatic term and condition is being added to provide documentation for selection of a cooperative agreement. The awarding of a cooperative agreement will meet the statutory requirements of CERCLA, the 40 CFR Part 35 Subpart O regulations and the intent of the NCP by ensuring state involvement in response actions.

4. Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of Agency between EPA and the City. Any standards, procedures, or protocols prescribed in this Agreement to be followed by the City during the performance of its obligations under this Agreement are to assure the quality of the final product of the actions contemplated by this Agreement, and do not constitute a right to control the actions of the City. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the City in any matter relating to this Agreement, and the City (including its employees and contractors) is not authorized to represent or act on behalf of EPA in any matter related to this Agreement. Neither EPA nor the City shall be liable for the contracts, acts, errors, or omissions of the agency, employees, or contractors of the other party entered into, committed, or performed with respect to or in the performance of, this Agreement.

5. This Agreement is intended to benefit only the City. It extends no benefit or rights to any party not a signatory to this Agreement. In addition, EPA does not assume any rights to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. Section 1346(b), 2671-2680. To the extent permitted by City law, the City does not assume liability to any third parties with respect to losses due to bodily injury or property damage.

6. Where City laws or other restrictions may prevent the City from acting consistent with CERCLA, as amended by SARA, the City agrees to promptly notify and consult with EPA regarding the use of such laws or other restrictions.

7. Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

   a) to establish all sub-award agreements in writing;

   b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);

   c) to ensure that any sub-award(s) comply with the standards in Section

210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;

d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award costs are necessary, reasonable, and allocable;

e) to ensure that any sub-award(s) to 501(c)(4) organizations do not involve lobbying activities;

f) to monitor the performance of the sub-recipient(s) and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;

g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and

h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:

http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:

http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf

http://www.whitehouse.gov/omb/financial_fin_single_audit

8. The EPA and the City agree that they will cooperative and coordinate in efforts to recover their respective costs of response actions taken at the site described herein, including the negotiation of settlement and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, excepting any documents or information which may be confidential under the provisions of any applicable State or Federal law or regulation.

9. The recipient will utilize the Generic Quality Assurance Project Plan (QAPP) for Region 7's Superfund Lead Contaminated and Potential Lead Contaminated Sites dated June 2007 as a model to create a QAPP more specific to the work being performed by the City of Joplin. An EPA approved QAPP must be in place prior to any data collection and not later than 60 days after the date of this award.

COUNCIL BILL NO. 2012-450 ORDINANCE NO.

AN ORDINANCE approving a Cooperative Agreement by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2013, for the amount not-to-exceed Five Hundred Thousand Dollars and no Cents ($500,000.00), to support soil testing and remediation activities associated with tornado response; authorizing the Director of Finance to amend the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011, and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Cooperative Agreement by and between the U.S. EPA, and the City of Joplin, Missouri, dealing generally with soil testing and remediation activities, a true and accurate copy of said Agreement being attached hereto, be and the same is hereby approved.

Section 2. That fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 on October 17, 2011 be amended by increasing revenue by the total amount of Five Hundred Thousand Dollars and No Cents ($500,000.00) and by increasing appropriations by the total amount of Five Hundred Thousand Dollars and No Cents ($500,000.00).

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City Manager is hereby authorized and directed to execute said agreement by and on behalf of the City of Joplin.

Section 5. That this Ordinance dealing with the immediate preservation of public health and safety 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 _____, 2012, by a _____vote.

_____
Michael R. Woolston, 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: January 3, 2012

Item: COUNCIL BILL NO. 2012-600
Originating Department: CONVENTION & VISITORS BUREAU

Attachments: 1) Council Bill No. 2012-600

Convention & Visitors Bureau: Patrick Tuttle	Date: 12/28/11
Finance Department: Leslie Jones	Date: 12-28-11
City Attorney: Brian Head	Date: 12-28-11
City Manager: R. Mark Rohr	Date: 12-28-11

Recommended Action: Approval for the JCVB to retain the services of a marketing agency.

SUMMARY/REQUEST:
The logos, brands and image used by the Joplin Convention and Visitors Bureau have not been revised in nearly seven years, nor has the marketing strategy the bureau follows. Both no longer provide a strong reflection of what the City of Joplin offers and both are lacking strong sales components. Prior to the May 22nd tornado the JCVB Advisory Board was in agreement for the director to submit an RFP seeking the services of a marketing agency to reimage and rebrand the Joplin CVB Marketing Strategy. Following the tornado this need has become even greater.

Additionally, the strategy for print ad placement and the selection of which sales market conferences to attend has occurred with little to no revision or course correction. Currently no sales tools (print or web based) that are reflective of the market Joplin offers.

As an outcome of the tornado, Joplin will be the recipient of several new entities which will warrant a serious examination into tourism and resulting convention opportunities. Namely in these will be the education conferences and convention possibilities that could come to Joplin as a result of the new, state-of-the-art hospital and high school. Through a new strategy the CVB will be better positioned with the necessary tools to attract these markets to Joplin as they become available.

One of the criteria items in the RFP was to, "Develop a strategy for integrating and managing disaster tourism and a rebuilding/revisiting Joplin messages." The agency chosen from our selection process to best meet these needs is Kansas City based Propaganda Communications. They have several years of successful experience in helping the community of Houma, Louisiana recover following the effects of Hurricane Katrina.

RECOMMENDATION:

Staff recommends this Council Bill be approved.

COUNCIL BILL NO. 2012-600 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin and Propaganda Communications for marketing services related to the Convention and Visitor's Bureau; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, the City of Joplin published a Request for Bid Proposals, 2011-RFP-11, to solicit bids for a firm to assist the City of Joplin Convention and Visitor's Bureau in an advertising and marketing campaign focusing on the promotion of Joplin to both businesses and leisure travelers; and,

WHEREAS, Propaganda Communications, LLC, submitted a Bid Proposal to the City of Joplin that staff believes is the best bid for the services needed by the City of Joplin Convention and Visitor's Bureau.

WHEREAS, it is the desire of the Council of the City of Joplin, Missouri to execute said Agreement to assist the City of Joplin Convention and Visitor's Bureau in an advertising and marketing campaign focusing on the promotion of Joplin to both businesses and leisure travelers.

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

Section 1. That the Consulting Agreement by and between the City of Joplin, Missouri and Propaganda Communications, LLC, a true and accurate copy being attached hereto as Exhibit "A", be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Sections 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Michael R. Woolston, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main, Joplin, Missouri 64801, hereinafter referred to as the "City" and Propaganda Communications, LLC, whose address is 8707 Summit, Kansas City, Missouri, 64114, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional marketing firm to assist the City in developing short-term and long-term marketing strategies that integrates digital, print and social media and focuses on the promotion of Joplin to both businesses and leisure travelers; and

WHEREAS, Consultant desires to provide consulting and assistance in furtherance of this endeavor for the City of Joplin pursuant to the terms of this Agreement.

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

ARTICLE I - SERVICES

The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

A. To provide short-term and long-term marketing strategies that integrates digital, print and social media and focuses on the promotion of Joplin to both businesses and leisure travelers as outlined in the Request for Bid Proposal Package #2011-RFP-11, attached hereto and incorporated herein by reference as Exhibit "A".
B. Meet with the City at the inception of the project.
C. Consultant agrees to be bound by the remaining terms, covenants and conditions contained in Exhibit "A".
D. Consultant has provided a written bid proposal in a (12" by 18.5" binder) to the City that contains terms, covenants and a scope of work proposed to the City, attached and incorporated herein by reference as Exhibit "B". Consultant agrees to be bound by the representations, terms, covenants and conditions outlined in Exhibit "B".

ARTICLE II - AGREEMENT SCOPE AND TIME

The scope of work under this Agreement is approximately thirty-six (36) months, beginning February 1, 2012.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, including but not limited to those contained in Exhibits "A" and "B".

2. The Consultant shall prosecute the work in a diligent manner.

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

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

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

6. Possession of working papers, project reports, drawings, specifications and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant.

2. Ensure access to City facilities, personnel and information as requested by Consultant.

3. Provide all historic and current relevant information, data and photographs to Consultant.

ARTICLE V - COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed on an hourly basis, at $100.00 per hour. Hourly services shall not exceed sixty (60) hours per month.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

A. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII - MISCELLANEOUS

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

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

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

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

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

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

H. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

I. AUTHORITY TO BIND. Consultant shall provide City with a Declaration of LLC whereby the Managing Member of the LLC declares that the person signing this Agreement on behalf of the LLC has full authority to sign this Agreement and bind the LLC to the terms, covenants and conditions outlined herein.

J. TERMINATION. The City of Joplin may terminated this Agreement by giving ninety (90) days written notice to Consultant, or in the event that appropriations are not approved by the City Council for continuation of this Agreement.

ARTICLE IX - AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT
Propaganda Communications, LLC

_____

BY: Kevin McInerney
Vice President

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
R. Mark Rohr
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A"

REQUEST FOR BID PROPOSALS

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: January 3, 2011

ITEM: Amendment to the City of Joplin Employee Manual, Policy No. 8.3, Alcohol and Drug-free Workplace Policy to make certain changes required by law and by the Federal Transit Administration and containing an emergency clause.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2012-001

DEPARTMENT HEAD:	Reba L. Snavely	**DATE:** 12/28/11
CITY MANAGER:	R. Mark Rohr	**DATE:** 12-28-11
CITY ATTORNEY:	Brian Head	**DATE:**
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 12-28-11

SUMMARY:

This Council Bill incorporates the requirements of the Federal Transit Administration (FTA) into the Alcohol and Drug-free Workplace Policy of the City of Joplin and brings the policy up to date.

DISCUSSION:

As part of the review process the FTA determined that this policy had to be amended to include missing elements and that this had to be approved by Council and re-communicated to affected employees by January 25, 2012.

The changes to the existing policy include adding the approval date of City Council, contact information for the person responsible for the policy, employee categories subject to testing, behavior that constitutes a refusal to submit to a test and a policy regarding secondary testing upon receipt of a negative-dilute result from the Medical Review Officer.

The City Manager has reviewed this policy revision as described and has recommended approval of these changes to the Council.

COUNCIL BILL NO. 2011-601 ORDINANCE NO. 2011-___

AN ORDINANCE amending the City of Joplin Employee Manual, Policy No. 8.3, Alcohol and Drug-free Workplace Policy to make certain changes required by law and by the Federal Transit Administration and containing an emergency clause.

WHEREAS, following the triennial review of the Metro Area Paratransit System the Federal Transit Administration (FTA) found certain deficiencies in the City's Alcohol and Drug-free Workplace Policy; and,

WHEREAS, since the last amendments to the policy various courts have further defined the City's ability to test employees for alcohol and drugs; and,

WHEREAS, staff has reviewed the policy in light of FTA requirement and changes to the law and recommends approval of the attached policy.

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

Section 1. That the City of Joplin Employee Manual, Rules and Regulations, Policy 8.3, be amended to read as provided in Exhibit "A" attached hereto and incorporated by reference.

Section 2. That this Ordinance, dealing with the immediate preservation of public health is an emergency within the meaning of Sections 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 January, 2011 by a _____ vote.

_____
Michael Woolston, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

Exhibit "A"

CITY OF JOPLIN
EMPLOYEE POLICY MANUAL
SECTION EIGHT: RULES AND DISCIPLINE
POLICY 8.3 - ALCOHOL AND DRUG-FREE WORKPLACE POLICY

In keeping with the requirements of the Federal Transit Authority, the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991 the City of Joplin prohibits the unlawful manufacture, distribution, dispensing, possession or use of alcohol and/or any illegal controlled substance by employees.

The City recognizes alcohol and drug use and abuse as a health, wellness, safety and security problem. Excessive alcohol consumption or use of illegal drugs impairs the employee's ability to function, changes the employee's behavior, and subjects the employee to serious health risks, including disease, addiction, and death. An employee with an alcohol and/or drug-related problem is encouraged to seek assistance through the City's Employee Assistance Program.

As a condition of employment, it is the expectation of the City that all employees abide by the terms of this policy. If an employee violates this policy, the City takes immediate disciplinary action, up to and including termination, and, in the case of illegal use or abuse, reports the employee to the appropriate officials for prosecution under the laws of the State and the United States of America, under which, penalties may include fines, imprisonment, or both.

Any employee is required to notify the Director of Human Resources within five days of any criminal alcohol or drug conviction. Employees required to use a motor vehicle operator's license to perform a job for the City must report any alcohol or drug related incident immediately to the immediate supervisor or the Director of Human Resources. Employees holding safety-sensitive and public safety jobs for the City must report any alcohol or drug related incident immediately to the immediate supervisor or the Director of Human Resources. Employees who operate commercial motor vehicles fall under the City's alcohol and drug testing program in accordance with MODOT and the Federal Motor Carrier Safety Regulations of the U.S. Department of Transportation.

This City's Alcohol and Drug-Free Workplace Program includes pre-employment testing, reasonable suspicion testing, random testing, post-accident and unsafe practice testing, return-to-work testing, and follow-up testing for use of alcohol or drugs by employees. Failure to test as required is considered a positive test and employee shall be subject to immediate termination.

POLICY

It is the policy of the City of Joplin to provide safe, dependable, and economical services to its citizens, to provide safe working conditions for its employees, and to comply with the requirements of federal law and regulations related to the Drug Free Work Place Act of 1988 and

the Omnibus Transportation Employee Testing Act of 1991, Federal Aviation Administration, Federal Railroad Administration, and Federal Motor Carrier Safety Administration, as well as the two other operating administrations that have drug and alcohol testing regulations, Research and Special Programs Administration and U.S. Coast Guard.

It is the policy of the City of Joplin to provide a healthy and satisfying working environment for its employees.

Under the authority of the City of Joplin, the City must ensure that its employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; to create a work place environment free from the adverse effects of alcohol and drug use or abuse; to prohibit the unlawful manufacture, distribution, dispensing, possession or use of alcohol and controlled substances; and to allow employees to seek professional assistance when personal problems, including alcohol and/or controlled substance dependency adversely affect their ability to perform assigned duties.

Abuse of this policy is to be reported to Human Resources, 602 S. Main, Joplin, MO 64804, 417-624-0820 x 211, 210 or 212.

PURPOSE

The purpose of this policy is to assure worker fitness for duty through providing the opportunity for good health, wellness programs, and safe and secure environments and to protect employees and the public from the risks posed by the use or abuse of alcohol and controlled substances. Compliance with all applicable federal and state regulations governing work place alcohol and controlled substance abuse is imperative. These federal and state regulations mandate urine drug testing and breath alcohol testing for safety sensitive and public safety positions and prevent performance of safety-sensitive functions when there is reasonable suspicion or a positive test result. The federal law has established standards for collection and testing of urine and breath specimen, the reporting of certain drug-related offenses, protective measures for certain employees tested, and for the preservation of confidentiality. The standards apply to all tested employees as indicated below:

- employees hired, promoted or demoted on or after January 1, 1996
    - as a condition of accepting employment or a different position,
        - be required by the City of Joplin to comply with all sections of this policy

- employees hired before January 1, 1996
    - as a condition of being employed in a safety-sensitive or public safety position or a position requiring a Commercial Driver's License,
        - will NOT be subject to the random drug testing provision of this policy
        - all other aspects of this policy applies to employees hired before January 1, 1996

- employees hired before January 1, 1996
  - promoted or demoted to a new position after January 1, 1996,
    - will be subject to all of the policy provisions; including the random drug testing provision

- all contractors doing business with the City of Joplin shall be required
  - to comply with the provisions of the Drug Free Work Place Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991, and its implementing regulations,
  - as a condition of the award and/or while engaged in services for the City.

Employees are required to seek help for alcohol and controlled substance problems. Employees who seek help voluntarily prior to discovery by City Administration of an alcohol or drug related problem may or may not face disciplinary action for admitting there is such a problem, or for seeking treatment for such a problem. Completion of a Continuing Employment Agreement is required.

Definitions

Alcohol – Intoxicating agent in beverage - alcohol, ethyl alcohol or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration (or content) – Alcohol in a volume of breath (shown as grams of alcohol/210 liters of breath) as indicated by an evidential breath test.

Alcohol Use – Consumption of any beverage, mixture or preparation, including medications containing alcohol.

Breath Alcohol Technician (B.A.T.) – An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing (E.B.T.) device.

Commercial vehicle - a motor vehicle designed or used to transport passengers or property requiring a specific operator's license.

Controlled Substances – In this regulation, the terms "drugs" and "controlled substances" are interchangeable and have the same meaning.

Delay - any failure by the employee to immediately report to the test site to participate in the required testing under this policy.

Driver – Any person who operates a Commercial Motor Vehicle (CMV), including:
- full time, regularly employed drivers
- casual, intermittent or occasional drivers
- leased drivers

• independent, owner-operator contractors who are either directly utilized by or under lease to others who operates a CMV at the direction of or with the consent of City of Joplin

Evidential Breath Testing (E.B.T.) Device – A device used for alcohol breath testing that has been approved by the National Highway Safety Administration.

Seven Panel Test – Test conducted for the presence of five drugs: Cocaine, Amphetamine/Methamphetamine, Marijuana, Opiates, Phencyclidine, Propoxyphene and Methadone

Nine Panel Test – Test conducted for the presence of nine drugs: Cocaine, Benzodiazepine, Barbiturates, Amphetamine/Methamphetamine, Marijuana, Opiates, Phencyclidine, Propoxyphene, and Methadone

Medical Review Officer (MRO) – A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City of Joplin's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history and other relevant biomedical information.

Performing a safety-sensitive function – An employee is considered to be performing a safety sensitive function when he or she is actually performing, ready to perform or immediately available to perform any safety-sensitive function.

Positive Test – drug or alcohol tests are positive when the results of the test indicate the presence of alcohol or controlled substances at the limits specified by the test provider.

Public Safety positions – Includes Police Officers, Police Corporals, Police Sergeants, Police Lieutenants and Police Chiefs, Police Reserve Officers, Police Volunteers/Explorers, Jail Administrator, Jail Supervisors, Detention Officers, Fire Fighters/EMTs, Fire Driver/Engineers, Fire Training Officers, Fire Chiefs, Transit Drivers I and II, Transit Driver Supervisor, MAPS Coordinator

Safety-Sensitive positions – Includes those working with children, youth, elderly and/or disabled adults, and any position with responsibilities that require providing services affecting the health, safety, and welfare of children, youth, elderly and/or disabled adults. For the City of Joplin, examples of safety-sensitive positions are police officers, warrant officers, school resource officers, school crossing guards, firefighters, fire driver/engineers, fire captains, training and education officers, fire chiefs, jail detention officers, jail cook, MAPS Van and Trolley transit drivers, parks workers, recreation workers, lifeguards, child-care workers, adult-care workers, WIC workers, health department workers, nurses and nursing related positions and the supervisors of all positions listed

Screening Test (initial test) – *In alcohol testing*: a procedure to determine if a prohibited concentration of alcohol in the employee's system.

- *In controlled substances testing*: a screen to eliminate "negative" urine specimens from further consideration.

Substance Abuse – Refers to patterns of use that result in health consequences or impairment in social, psychological and occupational functioning.

Substance Abuse Professional **(SAP)** – A licensed physician (medical doctor or doctor of osteopathy), or licensed or certified psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

POLICY ADMINISTRATOR

The City Manager of the City of Joplin has designated the Director of Human Resources as the controlled substance and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, its administration, or its interpretation shall be made to the policy administrator. The policy administrator shall develop and maintain a current list of the positions that are governed by this policy. The list shall be available for inspection. Individuals who are applying for positions with the City of Joplin and affected employees shall be notified of the positions that are covered by this policy.

PROCEDURES

ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITIONS

An employee is prohibited from the operation of a commercial motor vehicle and/or from engaging in any work related functions, for the following alcohol related conduct: (1) while consuming alcohol; (2) while having a blood alcohol concentration of 0.02 or greater; (3) within four (4) hours of consuming alcohol; (4) after refusing to submit to an alcohol test; and (5) from consuming alcohol within eight (8) hours after an accident as specified in this policy.

An employee

- is prohibited from the unauthorized possession of alcohol while on duty.
- is prohibited from the unauthorized possession or use of unauthorized controlled substances at any time, whether on or off duty.
- convicted of illegal conduct related to controlled substances or alcohol or who fails to report such a conviction to the policy administrator shall be subject to immediate termination from employment with the City.
- whose job requires possessing a valid CDL and who relinquishes the CDL for a violation of or as a consequence of breaking the law shall be subject to disciplinary action up to and including termination from service
    - shall immediately notify the policy administrator and the employee's supervisor of the loss of the CDL.

- failure to notify the policy administrator of the loss of the CDL shall result in disciplinary action up to and including immediate termination from service.

Any employee who is using a prescribed drug or authorized controlled substance or other substance of any kind, the side effects of which may inhibit or impair the employee's performance, shall provide written notice to the policy administrator of such use upon returning to work and prior to engaging in any work related activity, or earlier if possible. Failure to report shall be cause for disciplinary action up to and including termination from service.

ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Any employee ordered to test shall report immediately to the designated test site when notified. No delay of any type may be granted or taken. Delay in reporting by the employee shall be treated as a refusal to test and shall subject the employee to all of the consequences that flow related to positive testing. Failure to provide a sufficient sample or for providing a "dilute" sample shall be considered as a refusal to test and shall subject the employee to all of the consequences that relate to positive testing.

Consequences of a Positive Alcohol Test

A test is considered to be positive under any of the following situations:

A confirmation result of 0.02 or greater
Refusal to complete and sign the breath alcohol testing form
Refusal to provide breath
Refusal to provide an adequate amount of breath
Refusal to otherwise cooperate with the testing process

Employees testing positive for any of the above reasons shall be subject to disciplinary action.

Other Provisions

An employee testing 0.02 or higher shall be suspended from safety-sensitive functions for at least 24 hours following administration of the test

Employees who are covered by this policy shall be subjected to controlled substances and alcohol testing as specified in the following:

Pre Employment Testing

Successful pre-employment drug screening shall be required of all new hires for all positions as a condition of employment. Promotional employees shall be considered as if the application was for original entry into service for purposes of this policy. Receipt of satisfactory test results is required prior to commencement of employment and the failure of a controlled substance or alcohol test disqualifies an applicant from employment with the City. Evidence of the absence of

controlled substances or alcohol dependency from a Substance Abuse Professional (SAP) and negative controlled substance and alcohol tests shall be required prior to further consideration for any employment, including reports from prior employers by an employee's written authorization. This is a seven-panel test.

Reasonable Suspicion Testing

Reasonable suspicion testing shall be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing when there are objective observable reasons to believe that controlled substance or alcohol use is adversely affecting an employee's job performance, creating unsafe working conditions for self or others, or that the employee has violated this policy. Reasonable suspicion referral for testing shall be made on the basis of articulated and objective facts and circumstances which are consistent with the effects of substance use. Reasonable suspicion observations and reports can only be made by supervisory or management staff who have been trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. This observing supervisor or manager, whether or not the person is the employee's immediate supervisor, is required to complete the appropriate required documentation concurrently with the observation and consideration to impose reasonable suspicion testing. The Observation Checklist used for this documentation is attached.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. This is a nine panel test and a breath alcohol test.

Random Testing

Random testing shall be conducted on all safety sensitive employees covered by this policy (except as provided herein). Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically-based selection method as provided by Freeman Hospital Occumed. Testing shall be managed by an organization selected by the City. Employees not covered by state and federal law and regulations, but by this policy, shall also be randomly tested with unpredictable frequency on an unannounced basis as ordered. The City shall randomly test twenty-five percent (25%) of all employees subject to random annually. A seven panel test shall be used for all random drug tests.

Post Accident and Unsafe Practice Testing

Post accident and unsafe practice drug and alcohol testing shall be required of employees after a vehicle accident in a City vehicle, when operating City equipment or in a personal vehicle on City business, in which

- the loss of a human life has occurred, or
- a traffic citation is issued to any driver after an accident, or

- an injury to a person requires medical treatment away from the accident site, or
- disabling damage to one or more vehicles requires towing from the accident site, or
- damage to City owned vehicle, equipment or property has occurred, or
- reasonable suspicion by observation.

Testing shall include both breath alcohol and urine drug testing of the employee(s).

Post accident and unsafe practice testing shall be required and completed within two (2) hours of the accident occurrence, but in any case no later than before eight (8) hours after the accident for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee involved in an accident shall refrain from alcohol consumption for eight (8) hours following the accident. This is a nine panel test and a breath alcohol test.

Return to Work Testing

Return to work urine drug and alcohol testing for all safety-sensitive and public safety employees covered by this policy shall be required for all employees who previously tested positive on a controlled substance or alcohol test. To return to work, the employee must test negative and be evaluated and released to return to work by an SAP. For non safety-sensitive employees, the applicability and frequency of such testing shall be at the discretion of the policy administrator and affected department head. This is a nine panel test.

Follow-up Testing

Follow-up testing of safety-sensitive employees returning to work shall be required. These employees shall submit to frequent unannounced random urine drug and breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work, which random testing may be continued for a period of up to sixty (60) months from the employee's return to work date depending on the circumstances. For non-safety-sensitive employees, the applicability and frequency of such testing shall be at the discretion of the policy administrator and affected department head.

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample and the test analysis shall be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee-requested testing shall be paid by the employee unless the second test validates the original test. An employee's request for a re-test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

The method of collecting, storing, and testing the split sample required under this policy shall be consistent with the procedures established in 49 CFR Part 40.

Failure to test

Any employee who fails to submit to the required testing under this policy is considered to have tested positive and shall be subject to all of the consequences that relate to positive testing without recourse.

TESTING CONTROLS

ALCOHOL: Federal regulations require breath testing to be done on Evidential Breath Testing devises approved by the National Highway Safety Administration. An initial screening test is conducted first. Any result that is less than 0.08 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.08 or greater, a second confirmatory test must be conducted. An employee who tests with a blood alcohol concentration of 0.08 or greater shall be removed from any work-related activity for at least twenty-four (24) hours if performing safety sensitive work-related activity or CDL work-related activity.

Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity; and a safety-sensitive employee shall not be permitted to resume work until the employee is (1) evaluated by an SAP, (2) complies with the Continuing Employment Agreement if such is required, and (3) has tested negative in a follow-up test. For non safety-sensitive employees, evaluation and follow-up testing shall be at the discretion of the policy administrator and affected department head.

CONTROLLED SUBSTANCES: Controlled substance testing frequently is conducted using a five panel screening. It is administered by analyzing an employee's urine specimen performed at a laboratory certified and monitored by the U.S. Department of Health and Human Services for the following controlled substances:

(1) Cocaine
(2) Amphetamine/Methamphetamine
(3) Marijuana
(4) Opiates (including heroin)
(5) Phencyclidine (PCP)
(6) Propoxyphene
(7) Methadone

The testing for controlled substances is a two stage process. First a screening test is conducted. If the test is positive for one or more of the controlled substances, a confirming test is conducted for each identified controlled substance.

Any employee who tests positive on the confirming test shall be interviewed by the Medical Review Officer (MRO). The employee shall be immediately removed from work-related activity; and the employee shall not be permitted to resume work until the employee is

(1) evaluated by an SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in a follow-up test. Employees so removed may be allowed to use accrued vacation and sick leave balances (in that order) while removed from work.

EMPLOYMENT ASSESSMENT

A safety-sensitive employee who tests positive for the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by an SAP. The SAP shall evaluate each safety-sensitive employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol. For non safety-sensitive employees, such evaluation shall be at the discretion of the policy administrator and affected department head and as requested by the employee.

Assessment by an SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City of Joplin. The City of Joplin disciplinary policy provides guidance to possible discipline, unless otherwise stated in this policy.

REHABILITATION

Any employee who determines they need assistance for a controlled substance or alcohol related problem under this policy and who seeks assistance from the City prior to being tested as positive, may be permitted to enter into a Continuing Employment Agreement approved by the City, provided the employee agrees to adhere to the terms of the agreement.

Rehabilitation assistance may be granted to an employee one time while employed by the City of Joplin. Failure to complete the requirements of the Agreement or to adhere to the Continuing Employment Agreement shall be considered an immediate termination from employment with the City of Joplin without recourse.

The Continuing Employment Agreement for safety-sensitive employees shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

- the employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee; and
- the employee agrees to no longer use controlled substances and alcohol consistent with the agreement of rehabilitation and this policy; and
- the employee provides a release of all medical records for use and review by the City of Joplin specifically relating to the agreement for the assistance being undertaken; and
- the employee agrees to unannounced random testing for the City of Joplin determined periods of time subsequent to the employee's return to work consistent with this policy; and
- the employee agrees to submit to return to work testing demonstrating that the

employee is negative under controlled substance and/or alcohol tests standards at their expense; and

- the employee agrees that any future controlled substance or alcohol violations shall be considered as a termination of the employee from services without recourse.

For non-safety-sensitive employees, the terms and conditions of any offered Continuing Employment Agreement shall be determined at the discretion of the policy administrator and affected department head and shall duplicate the above-described agreement as much as possible.

CONTRACTUAL SUPPORT PROFESSIONALS

The City of Joplin has secured a contract with an appropriately certified testing laboratory named OCCUMED to conduct the controlled substance testing analysis and reporting required under this policy and under the federal regulations and has appointed an SAP and an MRO for providing the services under this policy and in compliance with the federal regulations.

OCCUMED does external calibration of the Breath Alcohol testing equipment weekly. If it falls out of calibration, a certified calibration technician on staff does the internal calibration. OCCUMED uses a dry gas standard. If the equipment is plus or minus .005 then it requires internal calibration. OCCUMED does blind testing on urine that is sent to the testing laboratory and does the maximum required as they conduct the maximum number of tests.

OCCUMED uses a random number generator to pull the screening pools of individuals for random testing.

EDUCATION AND TRAINING

The City of Joplin shall provide all employees with a copy of this policy and materials related to the effects of the use and/or abuse of alcohol and controlled substances. Employees shall be required to confirm receipt of this policy in writing noting the date of receipt.

The City of Joplin shall develop and provide training for all supervisors, managers, leaders who are responsible for the administration and enforcement of this policy. The training, at a minimum, shall include the physical and behavioral effects on personal health, safety, and wellness. Employees must be aware of the effects of alcohol and drug use and abuse on the work environment and on the achievement of performance expectations. The training shall include an overview of this policy and its implementation and application to employees. Training shall include information related to objective observation for reasonable suspicion testing, and documentation and record keeping for supervisors, managers, and leaders.

DISCIPLINARY ISSUES

Unless otherwise specified in this policy, the City of Joplin policies related to disciplinary action shall be followed for violation of this policy. Employees are required to seek help for alcohol and controlled substance problems. Employees who seek help voluntarily prior to discovery by City Administration may not face disciplinary action for admitting he/she has such a problem,

nor for seeking treatment for the problem. However, such admission, seeking treatment, and/or acceptance by an employee of a continuing employment agreement do not serve as a bar to imposing disciplinary action related to violations of this policy. Any supervisor, manager, or leader who knowingly permits an employee to violate this policy or engage in work activity while consuming alcohol or a controlled substance or who fails to enforce this policy shall be subject to immediate termination from employment.

This policy does not displace any other penalties that may be imposed or be incurred as a result of violation of the City of Joplin policy or state and federal laws, or as provided in the workers' compensation laws.

CONFIDENTIALITY

All records developed pursuant to this policy shall be maintained under strict confidentiality by the City of Joplin, the testing laboratory, the MRO, and the SAP, as applicable. The records shall be maintained separately from other personnel records and shall be kept in a secured location with other medical records. Materials shall not be released to others without the written consent of the affected employee, except under provisions of the federal regulations, as needed with regard to the rehabilitation agreement, in litigation or quasi-judicial and administrative proceedings related to positive test results or to matters initiated by an employee. Any person who breaches the confidentiality provisions of this policy shall be subject to immediate termination from employment and from any contractual relationship with the City of Joplin.

COORDINATION WITH OTHER LAWS AND POLICIES

This policy shall be administered in compliance with other federal, state, and local laws related to employee health and welfare policies, leave policies, benefit programs and other related policies of the City of Joplin. In the case of apparent conflicts between this policy, other policies, and applicable laws, the policy administrator shall make the appropriate rulings to resolve the potential conflicts, whenever possible.

In the event that any part of this policy is judicially determined to be in conflict with any law or to be in violation of any law or is rendered ineffective because of some state or federal legislative enactment, that part(s) shall be void, but the remainder of the policy shall remain in effect. Parts that are void or voided shall be replaced as soon as possible to maintain the full effect of this policy and to bring it into compliance with relevant laws.

STATEMENT OF INTENT TO COMPLY WITH THE REQUIREMENT OF THE DRUG-FREE WORK PLACE ACT OF 1988, PUB.L 100-690, TITLE V, SUBTITLE D

In addition to the provisions above in the Alcohol and Controlled Substance Testing Policy of the City of Joplin, and in accordance with the requirements placed on the City of Joplin by the provisions of the Drug Free Work Place Act of 1988, Pub. L 100-690, Title V, Subtitle D, and the Omnibus Transportation Employee Testing Act of 1991 all employees, in every position, in every department of the City of Joplin are hereby notified of the following:

A. The unlawful manufacture, distribution, dispensing with or without payment, possession or use of a controlled substance is prohibited on, about or within any property which is owned, leased, operated, used, or occupied by the City of Joplin, as a vehicle or site for the performance of work done in connection with a specific federal grant. Employees who violate this prohibition will be subject to disciplinary action up to and including termination; or a combination of these actions, in accordance with the provisions of the Alcohol and Controlled Substance policy of the City of Joplin.

1. To further the City's obligation to provide a drug-free work place, the Employee Assistance Program or Substance Abuse Professional shall establish a drug-free awareness program to inform employees about:
   a. the dangers of drug abuse in the work place;
   b. the City's policy on maintaining a drug-free work place;
   c. available sources for drug counseling, rehabilitation and employee assistance for substance abuse problems; and
   d. the penalties which may be imposed on employees who commit drug abuse violations in the work place.
2. Every employee who is engaged in the performance of any work connected with a federal grant shall be provided with a copy of this statement and of the Alcohol and Controlled Substance Testing Policy of the City of Joplin.
3. Every employee who is engaged in the performance of any work connected with a federal grant shall, as a condition of employment under the grant;
   a. Abide by the terms of this statement and of the City's Alcohol and Controlled Substance Testing Policy.
   b. Notify the City of Joplin of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction.
4. The City of Joplin will notify the federal agency through which a grant is administered within ten (10) days after receiving notice under subparagraph (c),(2) from an employee or otherwise receiving actual notice of such conviction.
5. The City of Joplin will take one or more of the following actions within thirty (30) days of receiving notice under subparagraph (c),(2), about any employee who is convicted;
   a. impose appropriate personnel action against such an employee, up to and including termination;

b. require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local law enforcement, or other appropriate agency.

6. The City of Joplin will make a good faith effort to continue to maintain a drug-free work place through implementation of the provisions of the statement and of the Alcohol and Controlled Substance Testing Policy of the City.

This policy is subject to amendment by the City of Joplin from time to time. Amendments that are made shall be provided to employees upon adoption and shall become effective as provided by the policy administrator.

The City of Joplin is committed to providing its employees a safe, healthy and drug-free work place. The cooperation of all employees is necessary in order to achieve this goal.

DEPARTMENT OF TRANSPORTATION, Federal Transit Administration
49 CFR Parts 655, [Docket No. FTA-2000-8513], RIN 2132-AA71

Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

AGENCY: Federal Transit Administration, Department of Transportation

ACTION: Final rule.

SUMMARY: The Federal Transit Administration (FTA) has combined its drug and alcohol testing regulations. This final rule incorporates guidance that FTA has issued in the past several years in letters of interpretation, audit findings, newsletters, training classes, safety seminars, and public speaking engagements. In addition, this final rule conforms FTA's rule to the Department of Transportation's (DOT) revised drug and alcohol testing rule published on December 19, 2000.

EFFECTIVE DATE: The effective date of this final rule is as noted in the Federal Register.