INFORMAL AGENDA

January 17, 2012

5:15 p.m.

1. Presentation on pools including professional services for new pool

2. Any other business

COUNCIL AGENDA

January 17, 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**
   Cost and other considerations as related to the May 22, 2011 tornado by Finance Director, Leslie Jones.

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**
   Request from Shaun Steele, 230 N. Sergeant, to address Council regarding permission to develop a Sister City Program with Pamplona, Spain.

7. **Public Hearings**
   Public Hearings Procedures
   RESOLUTION NO. 2012-004 A RESOLUTION granting a Special Use Permit (First Request) to Empire District Electric Company for the operation of an electric substation north of 26th Street and south of Mount Calvary Cemetery between Pearl Avenue and Moffet Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by Empire District Electric Company. 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.

8. Consent Agenda

1. Minutes of the January 3, 2012 Council Meeting

2. 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.

3. 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.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012- 108 - 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.

2. COUNCIL BILL NO. 2012-109 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with B & D Yardbuilders to provide professional services for the Structural Demolition and Debris Removal by Address in the amount of Two Hundred Four Thousand Twenty Four Dollars and No/100 Dollars ($204,024.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

3. COUNCIL BILL NO. 2012-110 - AN ORDINANCE approving a contract with Hicklin Asphalt Company in the amount of Forty Five Thousand Seven Hundred Seventy One and 87/100 Dollars ($45,771.87) for the Parking Lot & Trail Sealing 2012 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

4. COUNCIL BILL NO. 2012-111 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Engineering & Consulting Services, L.L.C. to provide engineering and consulting services and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

5. COUNCIL BILL NO. 2012-112 - AN ORDINANCE approving the License Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin Family YMCA, for the placement of temporary modular buildings at the FEMA temporary housing site at the Joplin Airpark Industrial Park for the purpose of providing human and community services to residents at the park; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

6. COUNCIL BILL NO. 2012-602 - AN ORDINANCE approving the Memorandum of Understanding and Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin Sports Authority, for the renovation and occupancy of the real estate located at 3301 W. 1st Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading

13. Ordinances - Third Reading

14. Unfinished Business

15. New Business

Notice posted at 4:30 p.m. on this the 12th day of January, 2012. (RSMo 610.020)

INFORMAL NOTES

January 3, 2012

Discussion of Stadium/Complex naming	Discussion was held in naming the new softball complex the Gene Bassman Softball Complex and the new baseball stadium Wendell Redden Stadium after longtime sportsmen in the respected fields. Discussion was held by council about possibly naming the four softball fields and the baseball field after Red Gates, Pat Lipira, Gene Bassman, Wendell Redden and Warren Turner. Former Mayor Richard Russell mentioned when he was Mayor the land was purchased from Gary Hall. He said it was agreed back then we would name something with Mr. Hall's name on it when we developed the land. It took time to build the complex. Mr. Russell's feeling is a man's word is worth his word. Some other council members felt it might be worth looking into some additional names for recognition of naming of the fields. Mr. Golden made the motion to name the Softball Complex the Gene Bassman Softball Complex and the Stadium the Wendell Redden Stadium. This recommendation was discussed at the last Parks and Recreation Advisory Board meeting. Mr. Scearce seconded the motion. Those voting in favor of the motion were: Raney, Golden, Scearce, Rosenberg and Colbert-Kean, 5. Shaw, Glaze, Seibert and Woolston 4, voted no. Council approved.
2 Additional Temp inspectors	Council approved two additional temporary building inspectors.
Discussion of Mother Road Marathon	Patrick Tuttle, CVB Director, gave a brief update on the MRM, which will be held on 10-14-2012.
Community Development Block Grant Sub-Committee	Mayor appointed Melodee Colbert-Kean to chair the CDBG sub-committee and Bill Scearce and Morris Glaze to also serve on the committee
Joint Meeting with CART and other entities	January 19, 2012 will be a Joint Meeting at MSSU at 7:00 pm along with Duquesne, Joplin School Board of Education, the Chamber Board and CART to review and adopt policy.

Grant information	Melodee requested information about the Community Grant Foundation. Mayor said you might want to start thinking about who you want to serve on that. Bill asked for another copy to be sent out to Council for review. Brian said the Community Foundation cannot give money to any individual. The city has to give money to the entities.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES

January 3, 2012

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 Attorney, Brian Head

FLAG SALUTE – led by Mr. Seibert

PRESENTATIONS
Motion by Ms. Colbert-Kean, Second by Mr. Scearce to move Resolution No. 2012-002 up on the Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Mayor Woolston presented Victor Sly with his retirement Resolution.

Mr. Scearce introduced Resolution No.2012-002. Motion by Mr. Scearce, Second by Ms. Colbert-Kean to Approve Resolution No. 2012-002. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read and Approved as being: 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.

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

REPORTS AND COMMUNICATIONS
Doug Doll presented the Semi Annual Capital Improvement and Public Safety Sales Tax Oversight Committee's Semi-Annual Report.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Hogelin

The City Council of the City of Joplin through this introduction, accepts into evidence the 2003 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management

Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

ACTION

Public Hearing for Council Bill No. 2012-250

Mayor Woolston opened the Public Hearing

Mr. Allyn Burt, 2809 Waters Edge Blvd, appeared in favor of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing

Mr. Scearce introduced Council Bill No. 2012-250. Motion by Mr. Scearce, Second by Dr. Rosenberg to Place Council Bill No. 2012-250 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was read as being: 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.

Public Hearing for Council Bill No. 2012-251

Mayor Woolston opened the Public Hearing

Mr. Randall Wallace, 1845 S. National, Springfield, MO, appeared in favor of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing

Dr. Rosenberg introduced Council Bill No. 2012-251. Motion by Dr. Rosenberg, Second by Mr. Scearce to Place Council Bill No. 2012-251 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was read as being: 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.

Public Hearing for a Special Use Permit located by I-44, Main Street, 50th Street and Indiana Avenue

Mayor Woolston opened the Public Hearing

Mr. Randall Wallace, 1845 S. National, Springfield, MO, appeared in favor of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing

Ms. Colbert-Kean introduced Resolution No. 2012-001. Motion by Ms. Colbert-Kean, Second by Ms. Raney to Approve Resolution No. 2012-001. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read and Approved as being: 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.

CONSENT AGENDA APPROVED
Motion by Dr. Rosenberg, Second by Mr. Golden, 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 December 19, 2011 Council Meeting

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. Ordinance No. 2012-001

RESOLUTIONS

RESOLUTION NO. 2012-003

Mr. Scearce introduced Resolution No. 2012-003. Motion by Mr. Scearce, Second by Mr. Golden to Approve Resolution No. 2012-003. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read and Approved as being: RESOLUTION NO. 2012-003

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

ORDINANCES-EMERGENCIES

COUNCIL BILL NO. 2012-100

Ms. Colbert-Kean introduced Council Bill No. 2012-100. Motion by Ms. Colbert-Kean, Second by Mr. Scearce to Adopt Council Bill No. 2012-100. 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. 2012-002

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.

COUNCIL BILL NO. 2012-101

Mr. Glaze introduced Council Bill No. 2012-101. Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2012-101. 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. 2012-003

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.

COUNCIL BILL NO. 2012-102

Mr. Golden introduced Council Bill No. 2012-102. Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No. 2012-102. 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. 2012-004

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.

COUNCIL BILL NO. 2012-103

Mr. Glaze introduced Council Bill No. 2012-103. Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2012-103. 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. 2012-005

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.

COUNCIL BILL NO. 2012-104

Mr. Seibert introduced Council Bill No. 2012-104. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-104. 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. 2012-006

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.

COUNCIL BILL NO. 2012-105

Mr. Seibert introduced Council Bill No. 2012-105. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-105. 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. 2012-007

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.

COUNCIL BILL NO. 2012-106

Ms. Colbert-Kean introduced Council Bill No. 2012-106. Motion by Ms. Colbert-Kean, Second by Ms. Raney to Adopt Council Bill No. 2012-106. 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. 2012-008

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.

COUNCIL BILL NO. 2012-107

Mr. Glaze introduced Council Bill No. 2012-107. Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No. 2012-107. 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. 2012-009

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.

COUNCIL BILL NO. 2012-450

Ms. Colbert-Kean introduced Council Bill No. 2012-450. Motion by Ms. Colbert-Kean, Second by Ms. Raney to Adopt Council Bill No. 2012-450. 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. 2012-010

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.

COUNCIL BILL NO. 2012-600

Dr. Rosenberg introduced Council Bill No. 2012-600. Motion by Dr. Rosenberg, Second by Mr. Scearce to Amend Council Bill No. 2012-600 to no more than $36,000 in a 6-month period. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, and Woolston, 7. Nays: 2, Glaze, Shaw.

Motion by Dr. Rosenberg, Second by Mr. Scearce that Amended Council Bill No. 2012-600 be Adopted. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, and Woolston, 7. Nays: 2, Glaze, Shaw.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-011

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.

COUNCIL BILL NO. 2012-601

Mr. Golden introduced Council Bill No. 2012-601. Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2012-601. 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. 2012-012

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.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING

ORDINANCES – THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 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.

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

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:13p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC
City Clerk

CITY OF JOPLIN
SUMMARY OF INSURANCE PROCEEDS, FEMA REIMBURSEMENT, AND ACTUAL COSTS
DR-1980 DISASTER, 5/22/11 EF-5 TORNADO
AS OF JANUARY 3, 2012

DESCRIPTION	FEMA PROJ NO	FEMA PROJ CAT	TOTAL CITY ESTIMATED INITIAL COST	INSURANCE OFFER	FEMA EQUIP/ LABOR COSTS	FEMA OT LABOR/ MATERIAL COST	TOTAL FEMA PROJECT WORKSHEET	EST FEMA/SEMA INS REIMB	EST FEMA/INS PAYMENT FOR FIXED COSTS	EST TOTAL CITY 15% COST
Small Projects:										
Catch Basin Debris Cleaning	JP-052	A	2,031		13,994	2,031	16,025	13,621	11,590	-
Demolition of Fire Stations #2 & #4	JP-048	A	4,292		13,755	4,292	18,047	15,340	11,048	-
Direct Administrative Costs-EDR	JP-041	A	55,742			55,742	55,742	47,381	-	-
Temporary Debris Signage	JP-054	A	1,753		8,546	1,753	10,299	8,754	7,001	-
26TH & Maiden Lane Traffic Signal	JP-017	B	14,055		484	14,199	14,683	12,480		-
EOC Operations	JP-022	B	48,704		40,872	7,832	48,704	41,398		-
Humane Society Sheltering Animals	JP-055	B	21,091			21,045	21,045	17,888		-
Portable Toilets	JP-069	B	29,597			29,597	29,597	25,157		-
Temporary Costs of Fire Stations	JP-040	B	6,568		1,585	6,568	8,153	6,930	362	-
Temporary Emergency Sirens	JP-014	B	9,047			9,047	9,047	7,690		-
Temporary Street Signs	JP-015	B	996		2,769	996	3,765	3,200	2,204	-
Temporary Tires & Other Equipment	JP-070	B	17,891		6,400	17,891	24,291	20,647	2,756	-
School Flashers	JP-025	C	18,114		3,832	18,114	21,946	18,654	540	-
1980 Kubota Lawn Tractor	JP-011	E	145	609		145	145	609	464	-
2003 HazMat Trailer	JP-011	E	17,446	Under Deduct		6,145	6,145	5,223		12,223
2010 John Deere Lawn Tractor	JP-011	E	-	1,682		-	-	1,682	1,682	-
Cunningham Park Bathroom Contents	JP-045	E	1,372	Incl.		1,372	1,372	1,166		-
Cunningham Pool House Contents	JP-049	E	5,983	5,983		5,983	5,983	5,983	-	-
Lost or Damaged Barricades/Cones	JP-062	E	2,654			2,654	2,654	2,256		398
Parr Hill Park Bathroom	JP-018	E	25,000	TBD		24,695	24,695	20,990		4,010
Permanent Tires & Other Equipment	JP-059	E	38,833			38,833	38,833	33,008		5,825
Police South Station	JP-004	E	1,595	12,711	236	1,640	1,876	12,862	11,268	-
Police/PW/Parks Damaged Vehicles	JP-037	E	76,264	914		57,151	57,151	48,579		26,771
Repair Cascade System/Generator	JP-063	E	2,594		778	2,594	3,371	2,866	272	-
Sewer Manhole Covers	JP-013	F	5,117		729	5,117	5,847	4,970		148
Fire Hydrants	JP-012	F	30,000			50,680	50,680	43,078	13,078	-
Air Quality Monitoring	JP-046	G	3,549		6,518	3,549	10,067	8,557	5,008	-
Emergency Sirens	JP-002	G	30,965			32,562	32,562	27,678		3,288
Ewert Park	JP-009	G	5,154	5,000	405	5,154	5,559	9,725	4,571	-

Fire Station Grounds-#4	JP-051	G	-			37,662	37,662	32,012	32,012	-
Garvin Park	JP-007	G	26,538	800		21,233	21,233	18,848		6,890
Mohaska Park	JP-008	G	769			2,502	2,502	2,127	1,358	-
Radio Antenna Communication Device	JP-044	G	13,176	21,358		12,360	12,360	31,864	18,688	-
Senior Citizens Center Grounds	JP-005	G	11,499	Incl.		14,735	14,735	12,525	1,026	-
Trolley Stops	JP-039	G	49,224			56,561	56,561	48,077		1,147
Uniforms-Fire	JP-053	G	15,762	15,762		15,762	15,762	15,762	-	-
Uniforms-Police/Jail	JP-047	G	11,974			11,974	11,974	10,178		1,796
Large Projects:										
Debris Removal-Final Cleanup	JP-028	A	818,126		184,085	818,126	1,002,211	851,880	156,472	-
Debris Removal-Inside EDR to 8/7	JP-029	A	43,837		330,264	43,837	374,101	317,986	280,724	-
Debris Removal-Outside EDR to 8/7	JP-027	A	38,493		56,936	38,493	95,429	81,115	48,396	-
Demolition	JP-026	A	107,500			107,500	107,500	91,375		-
ASPCA Sheltering Animals	JP-056	B	350,812			350,812	350,812	298,190		-
Emergency Protective Measures-Fire	JP-032	B	638,115		140,022	638,115	778,137	661,416	119,019	-
Emergency Protective Measures-Police	JP-033	B	408,220		216,644	408,220	624,864	531,134	184,147	-
Mutual Aid Assistance	JP-031	B	1,516,369			1,516,369	1,516,369	1,288,914		-
Temporary Fire Trucks-EPM	JP-064	B	614,499			614,639	614,639	522,443		-
Temporary Repairs of Sewer Lines	JP-068	B	125,000			125,000	125,000	106,250		-
THU Site-Temporary Fire Truck	JP-058	B	110,000			110,000	110,000	93,500		-
THU Site-Temporary Firefighters	JP-057	B	270,228			270,228	270,228	229,694		-
TV Sewer Lines	JP-067	B	308,700			308,700	308,700	262,395		-
Volunteer Assistance	JP-071	B	72,002			72,002	72,002	61,202		-
Curbs	JP-035	C	68,125			158,278	158,278	57,906		10,219
Permanent Traffic Signals	JP-016	C	722,559	50,000		722,559	722,559	621,675		100,884
Street Lights	JP-024	C	55,567	50,000		96,697	96,697	54,732		835
Streets & Alleys	JP-036	C	2,579,647			2,579,647	2,579,647	2,192,700		386,947
Street Signs, Poles, & Sockets	JP-003	C	59,127	50,000		142,923	142,923	57,758		1,369
Cunningham Park Bathroom	JP-019	E	100,000	134,400		170,813	170,813	134,400	34,400	-
Cunningham Park Pool House	JP-020	E	93,656	Incl.		93,656	93,656	93,656		-
Fire Station #2	JP-065	E	816,308	880,295		864,865	864,865	816,308		-
Fire Station #2 Contents	JP-042	E	70,356	69,674		70,356	70,356	70,356		-
Fire Station #4	JP-066	E	764,059	810,677		823,730	823,730	764,059		-
Fire Station #4 Contents	JP-043	E	173,282	168,521		173,282	173,282	173,282		-
Joplin Fire Trucks	JP-011	E	1,155,669	259,247		433,495	433,495	101,292		795,130
Senior Citizens Center Building	JP-006	E	93,236	123,158		89,318	89,318	124,412	31,176	-
Broken & Damaged Catch Basins	JP-023	F	93,075			86,005	86,005	79,114		13,961
Sewers	JP-038	F	537,245			1	1	456,658		80,587

Cunningham Park	JP-021	G	318,884	175,000			894,777	894,777	282,913		21,583
Cunningham Pool	Incl.	Incl.	775,965	869,620				-	-		-
Fire Station Grounds-#2	JP-051	G	-				65,717	65,717	55,859	55,859	-
Parr Hill Park	JP-010	G	82,429	TBD	*		100,258	100,258	70,065		12,364
Retaining Walls	JP-050	G	264,600				237,556	237,556	224,910		39,690
Sidewalks	JP-034	G	92,750				117,897	117,897	78,838		13,913
Miscellaneous Items:											
Business Income Loss Replacement-Facility				50,000					50,000	50,000	
Business Income Loss Replacement-General				250,000					250,000	250,000	
Postal Credit Union			-	335,000				-	335,000	335,000	
SUB-TOTAL			**14,943,935**	**4,340,410**		**1,028,854**	**13,944,041**	**14,972,895**	**13,183,152**	**1,670,122**	**1,539,977**
Direct Mission-U.S. Corps-Outside EDR		A	9,030,000					9,030,000	6,772,500		-
Donated Resources	JP-030	B	17,734,460					17,734,460	-		-
Offset Payment											**(1,670,122)**
GRAND TOTAL			**41,708,395**					**41,737,355**			**(130,144)**

Notes:

1)These are estimates as the work is not complete yet. Therefore, this information will change as time progresses and the work is completed.
2)FEMA and insurance only pay to replace items to pre-disaster condition.
3)City is responsible to pay for the additional cost of an improved project.
4)City receives the Project Worksheet amount for small projects, no matter what the actual City cost.
5)City receives actual costs on large projects (projects over $63,900).
6)Fuel costs not included in City estimated/actual costs, but equipment reimbursement included in FEMA.
7)City receives reimbursement from FEMA for regular and OT wages on permanent projects only. City considers equipment costs and regular wages as fixed costs.
8)City receives reimbursement from FEMA for OT wages only on temporary projects.
9)On property loss, insurance pays actual cash value up front. If the City's replacement cost is more, the City will receive the total replacement cost. The insurance offer lists the appropriate cost depending on our repair/replacement estimate.
10)On auto loss, insurance pays actual cash value on totaled vehicles.
11)Insurance offer amount is after deductible applied.
12)Generally, infrastructure is not covered by insurance.
13)On certain infrastructure, FHWA will apply first, then FEMA. FHWA pays at 80%/20%.
14)City staff is negotiating with the insurance consultant for settlement, which is to be determined still (*TBD).
15)According to FEMA guidelines, Donated Resources is counted as .333 of the total dollar value, which is approximately $5.9 million of the $17.7 million. The City only uses donated resources up to our share of Temporary Projects (Category A & B).
16)The City will have the opportunity to sell the Credit Union land, in addition to the insurance settlement.

FEMA Project Category Key:

Category A-Debris (Temporary)
Category B-Emergency Protective Measures (Temporary)

Category C-Roads & Bridges (Permanent)
Category E-Buildings & Equipment (Permanent)
Category F-Utilities (Permanent)
Category G-Parks & Other (Permanent)

CITY OF JOPLIN
SUMMARY OF INSURANCE PROCEEDS AND FEMA REIMBURSEMENT ON VEHICLE CLAIMS
DR-1980 DISASTER, 5/22/11 EF-5 TORNADO
AS OF JANUARY 3, 2012

VEHICLE DESCRIPTION	VEHICLE ID	DEPT	VEHICLE STATUS	EST CITY REPAIR COST	EST CITY REPLACEMENT COST	EST VEHICLE CONTENTS	EST TOTAL CITY COST	EST INSURANCE REPAIR	EST INSURANCE ACV	EST INSURANCE CONTENTS	DEDUCTIBLE	EST TOTAL INSURANCE	EST 85% FEMA/SEMA PROJECT	EST CITY SHARE
Fire Trucks Project:														
1992 GMC 4X4 Brush Truck #2	FD 1142	Fire	Totaled	200	32,371	10,392	42,963		11,000	10,392	25,000	10,392	9,500	23,071
1997 Freightliner Pumper-Engine #1	FD 1427	Fire	Totaled		498,733	9,898	508,631		102,500	9,898	25,000	87,398	21,250	399,983
2004 Chevy 4x4-Brush Truck #4	FD 1860	Fire	Totaled	200	32,371	9,845	42,416		30,000	9,845	25,000	14,845	21,400	6,171
2004 Freightliner Pumper-Engine #4	FD 1862	Fire	Repair	35,028		689	35,717	35,028		689	25,000	10,717	21,250	3,750
2004 Freightliner Pumper-Engine #2	FD 1861	Fire	Totaled		498,733	19,395	518,128		141,500	19,395	25,000	135,895	21,250	360,983
2010 Red Impala	FD 2204	Fire	Repair	278			278	195			25,000	-	236	42
2011 Pierce Aerial Pumper-Ladder #1	FD 2205	Fire	Repair	-			-	3,366			25,000	-	-	-
HazMat Trailer		Fire	Totaled		17,446		17,446		6,145		25,000	-	5,223	12,223
Kubota Lawn Mower		Fire	Repair	145			145	609			-	609	-	(464)
John Deere Lawn Mower		Fire	Repair	-			-	1,682			-	1,682	-	(1,682)
Other Repairs & Travel for Replace		Fire	Other	7,536			7,536					-	6,406	1,130
Sub-Total Project JP-011				**43,388**	**1,079,654**	**50,219**	**1,173,261**	**40,880**	**291,145**	**50,219**	**200,000**	**261,538**	**106,516**	**805,207**
Police, Parks, Public Works Project:														
2000 Ford Crown Victoria	PD 1653	Police	Totaled		25,023	914	25,937		4,327	914	25,000	914	6,852	18,171
2004 GMC Yukon (Leased)		Police	Totaled		16,055		16,055		16,055		25,000	-	12,665	3,390
2009 Chevy Impala	PD 2123	Police	Totaled		19,183		19,183		17,674		25,000	-	16,235	2,948
2010 Chevy Impala	PD 2206	Police	Repair	2,234			2,234	3,531			25,000		1,899	335
2011 Chevy Tahoe 4x4	PD 2242	Police	Repair	8,036			8,036	8,676			25,000		6,831	1,205
2002 Dodge Ram 2500	PR 1759	Parks	Repair	299			299	589			25,000	-	254	45
2004 Ford F250 4x4	PW 1876	PW	Repair	4,520			4,520	8,852			25,000	-	3,842	678
Sub-Total Project JP-037				**15,090**	**60,261**	**914**	**76,265**	**21,649**	**38,056**	**914**	**175,000**	**914**	**48,579**	**26,772**
GRAND TOTAL				**58,477**	**1,139,915**	**51,133**	**1,249,525**	**62,529**	**329,201**	**51,133**	**375,000**	**262,452**	**155,094**	**831,979**

*Due to a cost-benefit analysis and FEMA guidelines for any future disaster coverage, the vehicle deductible was reduced to $5,000 effective 1/1/12.

CITY OF JOPLIN

MAY 22, 2011 EF-5 TORNADO

FINANCIAL IMPACT FACT SHEET

- FEMA reimburse 75% of project worksheet costs
- SEMA reimburse 10% of project worksheet costs
- Total cost of the FEMA direct mission assignment to the US Corps of Engineers-approximately $94 million
    - Inside EDR (90/10) approximately $82 million
    - Inside EDR (75/25) approximately $3 million
    - Outside EDR (75/25) approximately $9 million
- 32 Large Projects (project over $63,900)
- 36 Small Projects
- Category A & B (temporary) Projects-approximately $6.6 million
- Category C-F (permanent) Projects-approximately $8.4 million
- Estimated Total Cost to the City of Joplin before federal, state, and insurance reimbursement-nearly $24 million
    - Approximately $9 million for outside EDR direct mission assignment
    - Approximately $15 million for project worksheet costs
- Eligible Donated Resources-approximately $17.7 million, which is the largest in the history of Missouri and FEMA Region VII

  <u>FEMA eligible for project reimbursement, which is less than overall total:</u>
    - Over 102,000 volunteers
    - Over 610,300 volunteer hours
    - Donated goods and materials over $8.5 million
    - Over 12,000 hours of donated equipment use
- Mutual Aid Assistance from an estimated 435 agencies
    - 80 agencies sought reimbursement for certain expenses-over $1.5 million
- Included in the Project Worksheets-estimated 40,500 hours of City equipment use
- Included in the Project Worksheets-estimated 23,500 hours of City overtime hours

CITY OF JOPLIN MISSOURI

AGENDA
JOPLIN CONVENTION & VISITORS BUREAU

Advisory Board Meeting

City Hall – 3rd Floor Conference Room
602 S. Main Street

November 15, 2011 – 3:00 PM

SUBJECT OF MEETING

1. Call to order
2. Approval of minutes
3. Financials
4. Sales report
5. Director's report
6. Other Business

Any matter deemed necessary or presented at the meeting and determined to be appropriate may be discussed at that time.

If you are in need of disability related auxiliary aids or services contact the City of Joplin, City Clerk's Office at 417-624-0820 Ext. 220. Forty-eight hours notice is requested. TDD/TTY 625-4774.

Notice posted at **on this the** **day of November 2011.**
(RsMO 610.020)

JCVB-Advisory Board Meeting
Minutes
November 15th, 2011

Attendance: Mark Lynch – co-chair, Paula Callihan, Ginger LaMar, Donnie Bennett – Chair, Lori Jones, Mark Williams, Vance Lewis

Absent: Vance Lewis - secretary

Staff: Patrick Tuttle, Lenny Brubaker, Carrie Puffinbarger, Martha Getz

I. Call to Order
Mr. Bennett called the meeting to order at 3:11 pm.

II. Approval of Minutes
The staff submitted the minutes for September. Mr. Lynch moved to accept and Mr. Williams seconded. The minutes were approved.

III. Financial Report
The staff submitted the financials for review.

IV. Sales Report
Mr. Brubaker reviewed the Sales Report.
Mr. Bennett, Ms. Jones and Ms. LaMar gave Mr. Brubaker some suggestions on what types of marketing materials should be used during sales meetings and also suggested that Mr. Brubaker begin to use some more aggressive sales techniques. Ms. LaMar suggested the Mr. Brubaker begin contacting organizations and associations that were interested in coming to Joplin prior to the May 22nd tornado and let them know there is still meeting space available.

V. Directors Report
Mr. Tuttle reviewed the Director's Report.

VI. Other Business
Mr. Bennett and Mr. Tuttle led discussion on the idea of implementing a community planning calendar for several local entities to use and incorporate their events into.

Ms. Getz presented the 2nd quarter Community Grant applications that were received. Staff recommended no funding for the Springtime on Broadway festival due to the fact that the application was not submitted prior to the deadline. Staff also recommended funding of $5,000 to be given to the Rebuild Joplin Business Expo. The board voted unanimously in favor of both staff recommendation.

Ms. LaMar led discussion on the empty member seats on the advisory board and how the board moves forward in gaining new members.

Ms. Jones moved to adjourn the meeting, Ms. LaMar seconded. Meeting adjourned at 4:24pm.

Martha Getz

Chair

602 South Main, Joplin, MO 64801
(417) 625-4789 Fax: (417) 624-7948
www.visitjoplinmo.com

DATE: November 15, 2011

TO: Members, Joplin Convention & Visitors Bureau Advisory Board

FROM: Lenny Brubaker, Director of Sales

SUBJECT: Monthly Report – September 20 through November 14, 2011

Conventions/Trade Shows Attended:

September 19-20 – MSAE FunFest
- Jefferson City, MO
- Missouri-Based Associations

September 26-27 – Small Market Meetings Conference
- Little Rock, AR
- Small Market Meeting Planners

October 10-13 – Governor's Conference on Tourism
- Jefferson City, MO
- DMO Allied Partners

October 21-23 – Boomers in Groups Conference
- Milwaukee, WI
- Boomers Travel Groups

Conventions/Trade Shows Upcoming:

January 24-27 – RCMA World Conference and Expo
- Kansas City, MO
- Religious Meeting Planners

Conference Tours Hosted:

November 3 – MO Preservation Tour of Civil War/Route 66 in Webb City/Carthage
November 4 – MO Preservation Tour of Benton Murals/Fish Hatchery in Neosho
November 4 – MO Preservation Tour of Joplin's Sacred Places
November 4 – MO Preservation Tour of the Works of Austin Allen

Meetings with Hoteliers:

September 22 – Meeting with Revisit Joplin Team
October 4 – Meeting with Craig Whaley, Holiday Inn about NFA
October 5 – Meeting with Revisit Joplin Team
October 26 – Meeting with Revisit Joplin Team
November 14 – Meeting with Revisit Joplin Team

Meetings within Jefferson City:

September 19-20 – MSAE FunFest
October 10-13 – Governor's Conference on Tourism

New Business Meetings:

September 26 – Meeting with Nancy Morton about MO Preservation Conference
October 7 – Meeting with Mick Marrietta and Todd Loudis about NFA
October 8 – Meeting with NFA Safety Team
October 10 – Meeting with Nancy Morton about MO Preservation Conference
October 25 – Meeting with Nancy Morton about MO Preservation Conference
November 1 – Meeting with Nancy Morton about MO Preservation Conference

Follow-up Calls/Meetings:

November 2 – Call with NFA Safety Team about Speedway

New Leads:

Non-Profit Missouri Member Meeting

- March 11-13, 2012, tentatively
- Approximately 200 attendees
- Bids out for host hotel
- Looking at a Day of Service in conjunction with event

MACVB Annual Conference

- June, 2013
- Approximately 100 attendees
- Bids to be sent out for host hotel
- Conference would be at Convention Center

Active Leads:

Missouri National Guard

- Still working on dates
- Approximately 75 attendees
- No decision on host hotel

Peoria Charter Coach

- February 16, 2012
- Checking into number of attendees
- Drury Inn would be host hotel
- Looking for progressive dinner option or possibly Third Thursday event

Proposals Pending:

Mo-Ark Kiwanis District Convention

- August 7-11, 2013
- Approximately 100 room nights for 4 days
- Holiday Inn would be host hotel
- Expo at Convention Center
- Bid submitted December 2010. Decision to be made February 2012.

Closed Leads:

Retail Confectioners International Chocolate Boot Camp

- February 19-24, 2012
- 25 attendees for 6 days
- Host hotel decision to be made this week
- Courses at Chocolate Factory and Chamber of Commerce

Lost Business:

No activity during this reporting period.

Upcoming Local Events with CVB Involvement:

November 22 – Joplin Remembered
Joplin Holiday Experience
December 8-10 – DickensFest

602 South Main, Joplin, MO 64801
(417) 625-4789 Fax: (417) 624-7948
www.visitjoplinmo.com

November 16, 2011

TO: Members, Joplin Convention & Visitors Bureau Advisory Board

FROM: Patrick W. Tuttle, Acting Director

SUBJ: Monthly Report – September 20 thru November 16, 2011

Mother Road Marathon:

- 641 Runners; 5K = 211, Half Marathon = 292 and Marathon = 138
- 2012 will see some alterations

Governors Conference:

- MACVB annual convention will be held in Joplin, June 2-4, 2013
- 2012 Legislative Agenda will have limited tourism related items on the agenda
- Tourism co-op Grants back for FY-2013 (Carthage alone will apply)

Joplin Memorial Service:

- November 22, Cunningham Park

Holiday Experience:

- *A Christmas Carol*, Monday December 5th
  - Benefactor, Stained Glass Theatre Joplin
  - Historic Fox Theater
  - Carl Whidden, actor (one man show in two acts)

JCVB 2012 Marketing Strategy:

- RFP bids still on the table
  - New brand by January 2012
- Working through connecting primary Joplin agencies for PR message
- Route 66 Think-Tank, Early 2012
  - Will be working with other community counterparts

Patrick W. Tuttle
Acting Director

LIBRARY MINUTES
BOARD OF TRUSTEES
JOPLIN PUBLIC LIBRARY
12 DECEMBER 2011

The regular meeting of the Joplin Public Library Board of Trustees was called to order at 4:00 p.m. in the Library's Large Meeting Room by President Dorothy Willcoxon. Board Members Charles Parker, Gene Denham, Ellen Eastman, Bobbi Myers, Courtney Dermott, and Doug Glynn, and Library Director Jacque Gage were present.

Reported absences: Jo Mueller and Jill LaGasse.

MINUTES: Minutes from the November 2011 Board meeting were approved as e-mailed. **(Myers/Dermott) 6/0**

EXPENDITURES: November 2011 non-salary expenditures in the amount of $32,817.39 were approved. **(Denham/Parker) 6/0**

EXPENSES/REVENUES: Still no October or November reports from the City, as Finance hasn't closed out FY11.

The Board reviewed balance sheets and profit/loss reports for the Hager Trust and Joplin Library Foundation.

COMMITTEE REPORTS: None.

UNFINISHED BUSINESS:

1. **Visitor card policy.** Board reviewed proposed changes. People may pay a non-refundable $10 fee for three months. They would have limited checkout privileges, could use the Computer Lab, and may renew the card. **Motion by Parker, second by Myers** to approve a three-month visitor's card for a fee of $10, with the option to renew, as long as the individual lives outside a 50-mile radius of Joplin. **6/0**
2. **Board picture.** Cancelled because two members were absent.

NEW BUSINESS: Bramlage Author Series. Two authors are lined up for 2012 and one for 2013.

LIBRARIAN'S REPORT:
Announcements:

- Cintas securely shredded 875 pounds of old documents cleaned from penthouse, at a cost of $140, considerable savings over in-house shredding.
- Attended many meetings:
    - Missouri Broadband Summit – Jefferson City

- MU SISLT Advisory Board Meeting – Columbia (same trip)
- Baby DOLL Meeting – Camdenton
- MPLD – Osage Beach (same trip) – Joplin to host in 2013
- SOS Council on Libraries – Jefferson City

- Reports and surveys:
  - Been working on MOSL State Statistical Report
  - 2011 Public Library Budget/Circulation Survey
  - Funding and Technology Access Survey – ALA

- Working on sales tax initiative:
  - Talked to Bill White. Says he's on board and thinks offering the option is a good idea.
  - Carthage Public Library is on board and their State Representative, Tom Flanigan, is interested.
  - Will be contacting our local Representatives again. Will include Mike Kelley from Barton County because he's a friend and a broader Southwest Missouri support base would be good.

- Continued work on the policy manual. Lisa did a thorough edit on it as there have been typos, punctuation mistakes, and other basic, non-content errors for years. Have also created an index for this version.

- Grants:
  - Linda Cannon and Patty Crane are applying for Show Me Steps grants to attend the PLA conference in Philadelphia in the spring.
  - No news on the Summer Reading grant application yet.

- Gifts:
  - Rappohannock Public Library sent a total of $2,000 to the library and the Staff Relief fund.
  - The Tanglefooters dance club donated $570 to the Library.

- Talking to B & D Discount and John Howsman about buying additional cubicle panels to help Tech Services achieve some "seclusion" and create a better work flow area.
- We have $25,000 of coverage for Library materials lost in the May tornado. It's a lot of work reconstructing the list for the insurance company because items have already been deleted from the system.
- Will be in Springfield on Friday to attend meeting regarding MOSL's LSTA Five Year Plan.
- Dustin Reed has resigned from the Computer Lab. Lee Cushing will be taking applications.

- The November 2012 Board meeting will fall on Staff Training Day/Veteran's Day. Board agreed to move the meeting to Nov. 19.
- Received a phone call from an estate executor in New York. We have been named a beneficiary to Jacqueline Jakway's estate. She once lived in Joplin and loved libraries; she later taught anatomy for 40 years at a university in Brooklyn. The amount of the bequest is unknown.
- Will be proctoring some tests for Patty this week.
- No news on the mural project.

BOARD EDUCATION: Jacque presented the State of the Library report she gave on Staff Training Day.

The meeting adjourned at 4:50 p.m.

Written by

Lisa E. Brown

Lisa E. Brown
Administrative Assistant

Approved by

Jacque Gage

Jacque Gage
Secretary

The next regular meeting of the Board of Trustees of the Joplin Public Library will be held at 4 p.m. Monday, 9 January 2012, in the Large Meeting Room of the Library.

REQUEST TO ADDRESS COUNCIL

TO: Mayor and Members of the Council Date: 1/11/12

I would like to speak to the City Council on the following subject:

Requesting permission to develop sister city program with Pamplona, Spain.

RECEIVED
JAN 11 2011
OFFICE OF CITY CLERK
CITY OF JOPLIN MISSOURI

Thank you.
Name: Shaun Steele
Address: 230 North Sergeant
Daytime Phone: 417-343-6485
Phone No.:

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 17, 2012

Item: RESOLUTION NO. 2012-004
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DKH Date: 1/10/2012
City Attorney: Brian Head Date: 1-10-12
City Manager: R. Mark Rohr Date: 1-10-12
Board or Commission: Planning and Zoning Commission Date: 1/9/2012

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

SUMMARY/REQUEST:
Case 001-12: North of 26th Street and South of Mount Calvary Cemetery between Pearl Avenue and Moffet Avenue – A request for a Special Use Permit (First Request/permanent) for the operation of an Electric Substation – Empire District Electric Company.

STAFF SUMMARY:
The applicant is requesting a special use permit for the expansion of an electrical substation. The parcel is zoned District R-1 (Single-Family Residential) and R-3 (Apartment House District) and is adjacent to single-family or multi-family zones on all sides and adjacent to a cemetery to the north.

This area was destroyed by the May 22, 2011 tornado. Empire District Electric Company is proposing the expansion of the adjacent electrical substation as part of their system improvement program.

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

1. This Special Use Permit to be issued to Empire District Electric Company for the use of a public utility (electrical substation).
2. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jeff Brown appeared representing Empire District Electric Company and explained that he is the manager of substation engineering. Their substation at 26th Street and Pearl Avenue was destroyed by the tornado, and they have since purchased some additional land from St. Mary's Catholic Church to the west and north. They would like to move across the alley to the west and build a new substation in that area.

Mr. Smith asked about the exact location of the proposed substation, and Mr. Brown presented a drawing to the commissioners showing its location. The previous substation was located at the northwest corner of the intersection of 26th and Pearl Avenue. It was completely destroyed by the tornado. Empire District has purchased the property to the west from St. Mary's, with the desire to move west across the alley from the existing substation location to an area approximately 285 feet square. This area will contain the new substation and will be fenced.

Mr. Anderson asked if this area contains St. Mary's previous parking lot plus the area to the south, and Mr. Brown replied that is correct. He explained that the area to the southwest was part of a retention area that will remain. This retention area will double in size.

Mr. Brown explained that the west substation fence will stop about 200 feet east of Moffet Avenue and that the church is planning to construct a memorial for the cross near Moffet. He stated that low-level landscaping is being planned to focus the attention up to the cross, with the cross being visible from 26th Street.

Mr. Brown explained that the previous substation was very old, with Empire District now having the opportunity to build it the way they would like to have it built. The transmission voltage will eventually increase to 161,000 volts, so the spacing for the phases needs to be a little bigger on the dead-end structures.

Mr. McClure asked Mr. Brown about Empire District's current plan for the old substation site, and he replied that some lines will be passing through this area. He discussed the possibility for landscaping in this area. He explained that several utility lines exist in that alley that Empire District didn't want to move. These utilities include sewer, telephone, and gas lines.

Mr. Eastman asked if 25th Street will remain open, and Mr. Brown replied that this area served as a driveway for the church. He thought the street was abandoned at some point.

Mr. Bolander explained that Mr. Brown is correct, in that 25th Street was actually vacated several years ago.

Mr. Brown explained that his drawing shows the proposed driveway into the substation from the west. A driveway will also be placed at the northeast corner where 25th Street currently exists.

PUBLIC COMMENT:
Mr. Terry Roberts, 2603 South Moffet Avenue, Joplin, appeared in opposition to the request and explained that he has constructed a $250,000 home, not knowing that a substation would be constructed on the property in this request. He had anticipated St. Mary's rebuilding their facility at this location and feels that the substation would decrease his property value. He mentioned the lights, the humming of the transformers, the fan noise, and the traffic generated by the previous substation. He expressed concern that the magnetic field and other things could cause a health hazard.

Mr. Roberts explained that Empire District has a substation on Connecticut Avenue less than two miles away. He thought the substation could be moved further to the west where new development is taking place, with the hospital not drawing as much energy as in the past.

Z&P Meeting: January 9, 2012
City Council Meeting: February 6, 2012

STAFF PLANNING REPORT

CASE 001-12:

Petition the Council for a Special Use Permit (1st Request) for public utility (electrical substation).

APPLICANT:

Empire District Electric Company

LOCATION:

North of 26th Street and south of cemetery between Pearl Avenue and Moffet Avenue

PRESENT ZONING:

R-1 (Single-Family Residential)

R-3 (Apartment House District)

PRESENT USE OF PROPERTY:

Parking lots, school, parish hall

PROPOSED LAND USE ACTIVITY:

Electrical Substation

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 245,400 square feet or 5.6 acres

	LAND USE	EXISTING ZONING
NORTH	Parsonage and Cemetery	R-1
SOUTH	Residential, Hair salon	R-1, C-1
EAST	School, Residential	R-1
WEST	Nursing Home Facility	R-1

TRAFFIC CONDITIONS:

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

26th Street, Minor Arterial, 100 feet
Moffet Avenue, Local, 60 feet
Pearl Avenue, Local, 60 feet

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 expansion of an electrical substation. The parcel is zoned District R-1 (Single-Family Residential) and R-3 (Apartment House District) and is adjacent to single family or multi-family zones on all sides and adjacent to a cemetery to the north.

ADDITIONAL INFORMATION OR COMMENTS:

This area was destroyed by the May 22, 2011 tornado. Empire District Electric Company is proposing the expansion of the adjacent electrical substation as part of their system improvement program.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit to be issued to Empire District Electric Company for the use of a public utility (electrical substation).

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

SPECIAL USE PERMIT APPLICATION

RECEIVED 11-28-11

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-6240820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 001-12
Filing Fee: $ 350.00
Date Advertised: 12-25-11
Date Notices Sent 12-29-11
Public Hearing Date: 1-9-12

APPLICANT: The Empire District Electric Company PHONE: 417-625-6541

ADDRESS: 602 S Joplin Ave., Joplin, MO ZIP: 64801

OWNER: The Empire District Electric Company PHONE: 417-625-6541

ADDRESS: 602 S Joplin Ave., Joplin, MO ZIP: 64801

LOCATION OF PROPERTY: North of 26th Street and South of cemetery, between Pearl and Moffett

LEGAL DESCRIPTION: See Exhibit A

PRESENT ZONING CLASSIFICATION: R-3 & R1 ACREAGE: Approx/ 5.5 acres

PRESENT USE OF PROPERTY: Vacant land - previously church and school property

PROPOSED LAND USE ACTIVITY: Electric substation

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Cemetery	R-1
South	Vacant residential lots; beauty shop	R-1; C-1
East	Vacant lot school lot	R-1
West	Vacant nursing home lot	R-1 & R3-PD

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

	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: Jeff Brown DATE: 11/28/2011

BY: JEFF BROWN TITLE: MANAGER OF SUBSTATION ENGINEERING

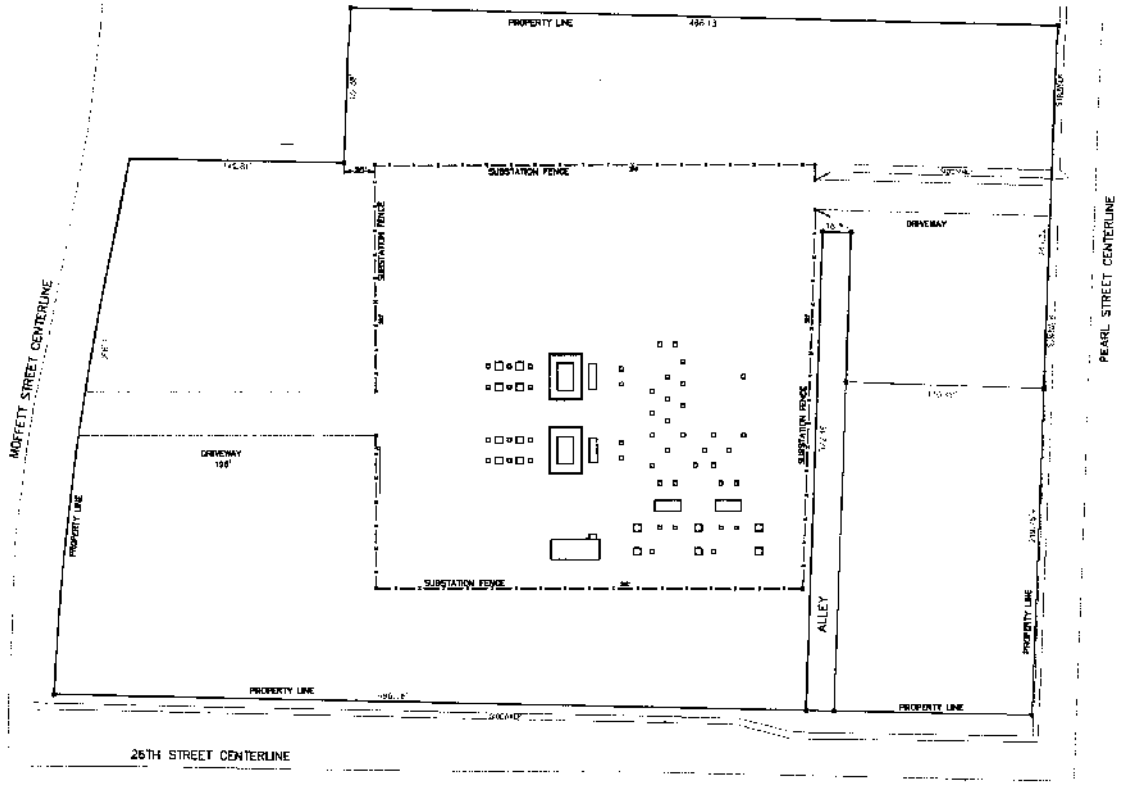
Attachments Required:

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

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. Continuous
2. Days of Operation. Continuous
3. Number of Off-street Parking Spaces. None designated N/A
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.) Company substation identification sign
5. Number of Assistants or employees. N/A
6. Nature of the Business. electric utility substation
7. Location of the Business. 602 S. Joplin Ave, Joplin, MO

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



PLAN VIEW
JOPLIN 26TH STREET SUBSTATION #59

THE EMPIRE DISTRICT ELECTRIC CO.
JOPLIN, MISSOURI
SUBSTATION GENERAL LAYOUT



Case 001-12: A request for a Special Use Permit for the use of a public utility (electrical substation) for the area generally known as north of 26th Street between Pearl Avenue and Moffett Avenue - Empire District Electric Company

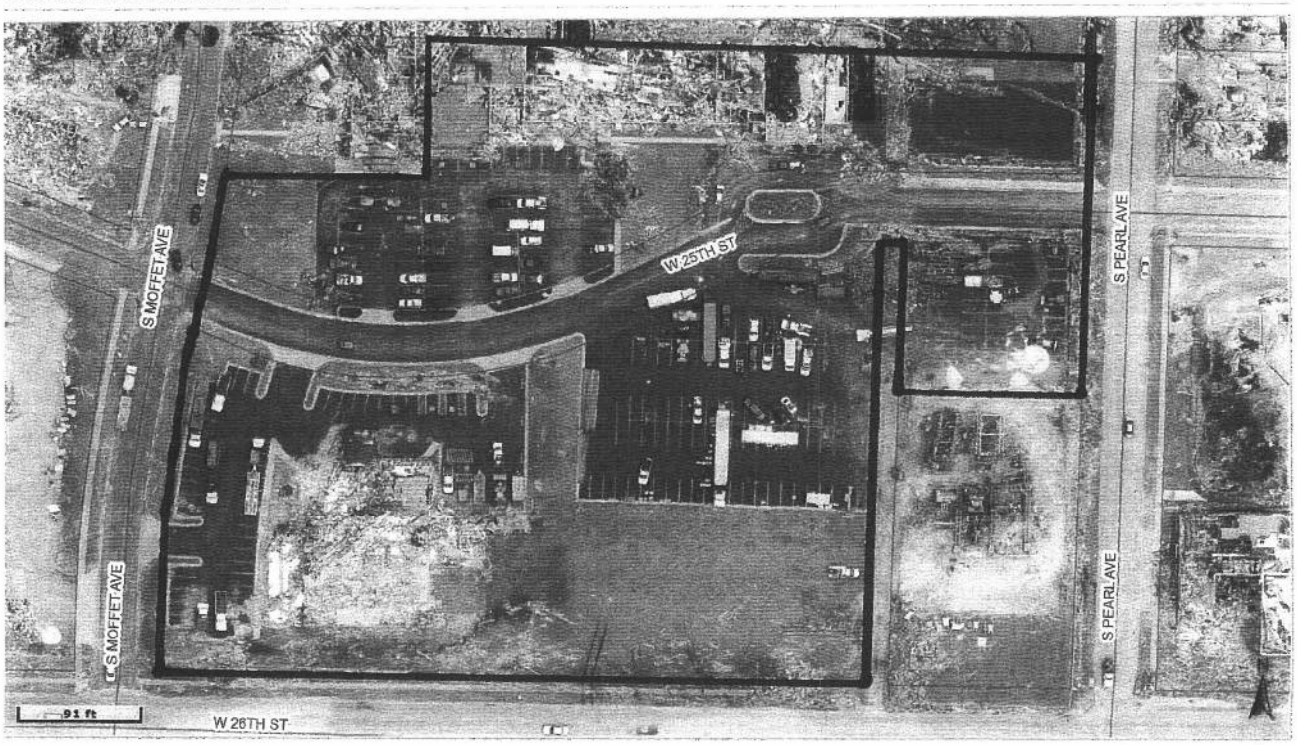
Jasper County, MO

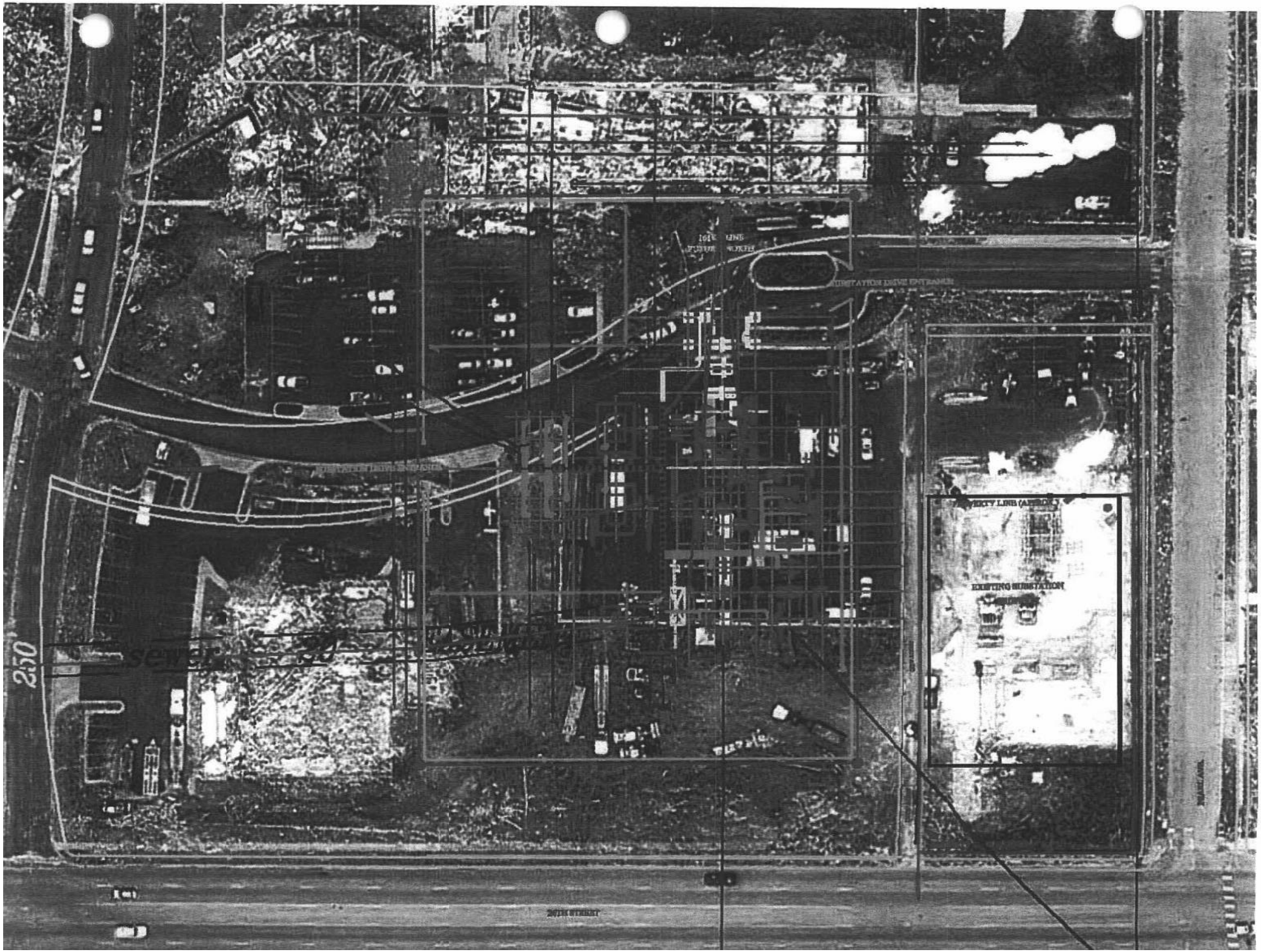
beacon™

St. Mary's property

Date Created: 10/31/2011

Black outline indicates area of EDE purchase




250'
EXISTING SUBSTATION

MINUTES
PLANNING AND ZONING COMMISSION
REGULAR MEETING
JANUARY 9, 2012
4:00 P.M.

The Planning and Zoning Commission met in regular session on Monday, January 9, 2012. Present were Commission Members Bruce Anderson, Kent Eastman, Justin Gilstrap, Bob Harrington, Don Landrith, Don McClure, and Lee Smith. Troy Bolander, Eric Kellstadt, and Susan Champlin represented the Planning/Community Development office.

Mr. Anderson stated that Case 001-12 will be presented to the City Council on Tuesday, January 17, 2012.

Case 001-12: North of 26th Street and South of Mount Calvary Cemetery between Pearl Avenue and Moffet Avenue – A request for a Special Use Permit (First Request/permanent) for the operation of an Electric Substation – Empire District Electric Company.

Mr. Anderson opened the public hearing for Case 001-12.

Mr. Jeff Brown appeared representing Empire District Electric Company and explained that he is the manager of substation engineering. Their substation at 26th Street and Pearl Avenue was destroyed by the tornado, and they have since purchased some additional land from St. Mary's Catholic Church to the west and north. They would like to move across the alley to the west and build a new substation in that area.

Mr. Anderson asked for questions from the commissioners.

Mr. Smith asked about the exact location of the proposed substation, and Mr. Brown presented a drawing to the commissioners showing its location. The previous substation was located at the northwest corner of the intersection of 26th and Pearl Avenue. It was completely destroyed by the tornado. Empire District has purchased the property to the west from St. Mary's, with the desire to move west across the alley from the existing substation location to an area approximately 285 feet square. This area will contain the new substation and will be fenced.

Mr. Anderson asked if this area contains St. Mary's previous parking lot plus the area to the south, and Mr. Brown replied that is correct. He explained that the area to the southwest was part of a retention area that will remain. This retention area will double in size.

Mr. Brown explained that the west substation fence will stop about 200 feet east of Moffet Avenue and that the church is planning to construct a memorial for the cross near Moffet. He stated that low-level landscaping is being planned to focus the attention up to the cross, with the cross being visible from 26th Street.

Mr. Brown explained that the previous substation was very old, with Empire District now having the opportunity to build it the way they would like to have it built. The transmission voltage will

eventually increase to 161,000 volts, so the spacing for the phases needs to be a little bigger on the dead-end structures.

Mr. McClure asked Mr. Brown about Empire District's current plan for the old substation site, and he replied that some lines will be passing through this area. He discussed the possibility for landscaping in this area. He explained that several utility lines exist in that alley that Empire District didn't want to move. These utilities include sewer, telephone, and gas lines.

Mr. Eastman asked if 25th Street will remain open, and Mr. Brown replied that this area served as a driveway for the church. He thought the street was abandoned at some point.

Mr. Bolander explained that Mr. Brown is correct, in that 25th Street was actually vacated several years ago.

Mr. Brown explained that his drawing shows the proposed driveway into the substation from the west. A driveway will also be placed at the northeast corner where 25th Street currently exists.

Mr. Anderson asked for comments from the audience.

Mr. Terry Roberts, 2603 South Moffet Avenue, Joplin, appeared in opposition to the request and explained that he has constructed a $250,000 home, not knowing that a substation would be constructed on the property in this request. He had anticipated St. Mary's rebuilding their facility at this location. He feels that the substation would decrease his property value.

Mr. Roberts has resided at his current address for 17 years and liked his previous neighborhood. He mentioned the lights, the humming of the transformers, the fan noise, and the traffic generated by the previous substation. He expressed concern that the magnetic field and other things could cause a health hazard, along with the decreasing residential property value. He explained that St. Mary's cross was one of the things he liked about that area.

Mr. Roberts explained that Empire District has a substation on Connecticut Avenue and expressed concern about having another super power station less than two miles away. He thought the substation could be moved further to the west where new development is taking place, with the hospital not drawing as much energy as in the past.

Mr. Anderson asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 001-12.

MR. HARRINGTON MOVED, SECONDED BY MR. McCLURE, THAT CASE 001-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE".

Approved _____
Bruce Anderson, Chairman

P & Z Case 001-12
Empire District Electric Company
(P & Z Recommended Approval)

RESOLUTION NO. 2012-004

A RESOLUTION granting a Special Use Permit (First Request) to Empire District Electric Company for the operation of an electric substation north of 26th Street and south of Mount Calvary Cemetery between Pearl Avenue and Moffet Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on January 9, 2012, recommended that a Special Use Permit be granted to Empire District Electric Company for the operation of an electric substation north of 26th Street and south of Mount Calvary Cemetery between Pearl Avenue and Moffet Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on January 17, 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 Empire District Electric Company for the operation of an electric substation located in the City of Joplin, Missouri, on the following described real estate, to-wit:

Tract of Land being located West of Pearl Avenue, East of Moffet Avenue, North of 26th Street and South of Mount Calvary Cemetery, all in the City of Joplin, Jasper County, Missouri. Said Tract being described more fully as follows: All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Twenty-Eight (28) all in Prehm Urban Renewal Project MO. R-19 in the City of Joplin, Jasper County, Missouri according to the recorded plat thereof in Plat Book Nine (9) Page Twenty-Five (25); Also all of Lots One Hundred-Twenty (120), One Hundred-Twenty-One (121), One Hundred Twenty- Two (122), and One Hundred-Twenty-Three (123) all in O'KEEFE'S SECOND ADDITION to the City of Joplin, Jasper County, Missouri according to the recorded Plat thereof in Plat Book Three (3) Page Two-Hundred-Forty-Five (245); Also All of Vacated Twenty-Fifth Street (25th) between Pearl Avenue and Moffet Street according to Ordinance No. 25102 that was passed by the City Council of the City of Joplin on August 17, 1964 and Recorded in Book 1955 at Page 0128 in the Jasper County Recorder's Office; Also All of Vacated Alley between Pearl Avenue and Byers Avenue from Twenty-Fourth (24th) Street to Twenty-Fifth (25th) Street lying South of Mount Calvary Cemetery; Except part of Lot One Hundred-Twenty-Three (123) in O'Keefe's Second Addition to the City of Joplin, lying North of the South line of Mount Calvary Cemetery where extended East to the West side of Pearl Avenue, said exception being described more fully as follows: Beginning at the Northwest corner of said Lot One Hundred

Twenty-Three (123); Thence South 87°47'45" East a distance of 130.54 feet to the Northeast corner thereof; Thence South 02° 12' 15" West a distance of 5.67 feet along the East line of said Lot to a set 5/8-inch iron pin with survey cap; Thence North 88°39'26" West a distance of 130.55 feet to the West line of said Lot; Thence North 02°11'34" East a distance of 7.63 feet to the point of beginning; Also Except part of Lot Twenty-Eight (28) of Prehm Urban Renewal Project Mo. R-19 in the City of Joplin, being described more fully as follows; Beginning on the West line of said Lot Twenty-Eight (28) and the East line of Moffet Avenue 212.36 feet South of the Northwest corner of said Lot; Thence North along the West line of said Lot a distance of 212.36 feet to said Northwest corner; Thence South 87°55'18" East a distance of 39.74 feet to the West line of Mount Calvary Cemetery; Thence South 02°04' 14" West a distance of 210.82 feet to the Southwest corner of said Cemetery; Thence South 88°39'26" East a distance of 89.87 feet along the South line of said Cemetery; Thence South 02°11"34" West leaving said South line a distance of 102.38 feet; Thence North 88°39"26" West a distance of 142.81 feet to the West line of said Lot Twenty-Eight (28); Thence along a curve to the Left, having a radius of 1086.18 feet, arc length 102.03 feet, and a central angle 5°22'56" (chord=North 06°42'53" East, 102.00 feet) to the point of beginning.

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 to Empire District Electric Company for the use of a public utility (electrical substation).
2. 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 Empire District Electric Company 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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 17, 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	Date: 12-27-11
Department Head: David Hertzberg	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 17, 2012
Council Bill No. 2012-109
Item: Structural Demolition and Debris Removal by Address
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Bid Tab
2) Proposal
3) Council Bill No. 2012-109

Engineering: Jack Schaller — Date: 1-10-12
Public Works: David Hertzberg — Date: 1/10/12
Finance Department: Leslie Jones — Date: 1-10-12
City Attorney: Brian Head — Date: 1-10-12
City Manager: Mark Rohr — Date: 1-10-12

Recommended Action: Approval of award of contract with B & D Yardbuilders for a contract of $204,024.00.

Background: Approximately 118 houses in the tornado area have been destroyed and are need of demolition, the city has not received any response from the owners. The properties are presently before the building board and have been placed in groups of 20 for demolition. The homes have been inspected by a certified asbestos inspector and have satisfied the DNR requirements. Structures may be removed from the list as they go thru the building board process. The contractor will only be paid for the actual structures they remove.

Discussion: Structural Demolition and Debris Removal by Address was advertised in the Joplin Globe for one day. Bids were opened on January 5, 2012 with 12 firms bidding.

Recommendation: Staff recommends approval of an award of contract to B & D Yardbuilders in the Amount of $204,024.00

BID TABULATION

PROJECT: Structural Demolition and Debris Removal
DATE OF BID OPENING: January 5, 2011 10:00 a.m.

CONTRACTOR	BID
B & D Yardbuilders	204,024.00
Apollo Industries	622,274.40
Holliday Construction	563,615.00
Crowder Disaster	781,400.00
Ahrens Contracting	492,800.00
MAC	432,956.00
Camcor Environmental	457,264.58
Rodney Dick	616,300.00
Mid America	292,144.00
RSS Special Project	467,600.00
Polston Construction	617,780.00
Bennett Inc.	509,740.00

CITY OF JOPLIN, MISSOURI

BID PROPOSAL RESPONSE FORM

Property Address	Price
1. 1111 East 19th	
2. 1233 Montana Place	
3. 1830 Kansas	
4. 1926 East 17th	
5. 2004 South Ozark	
6. 2006 South Ozark	
7. 2011 Kentucky	
8. 2015 Kentucky	
9. 2020 West 26th	
10. 2029 Virginia	
11. 2030 Grand	
12. 2101 South Joplin	
13. 2110 South Brownell	
14. 2124 Maryland	
15. 2124 South Byers Avenue	
16. 2201 Texas	
17. 2201 Virginia & 210 East 22nd (One Property)	
18. 2201 South Sergeant	
19. 2202 South Pearl	
20. 2205 South Byers	
21. 2209 Bird	
22. 2210 Empire	
23. 2210 South Byers	
24. 2211 South Sergeant	
25. 2214 Murphy	
26. 2217 South Moffet Avenue	
27. 2218 Pennsylvania	
28. 2220 South Pearl	
29. 2224 Murphy	
30. 2225 South Picher	
31. 2301 Empire	
32. 2301 South Moffet	
33. 2302 South Harlem	
34. 2304 Empire	
35. 2305 Bird	
36. 2305 South Joplin	

37. 2306 South Byers	
38. 2306 South Harlem	
39. 2309 Murphy Avenue	
40. 2310 Bird	
41. 2310 South Harlem	
42. 2315 Illinois	
43. 2319 Empire Avenue	
44. 2320 Wisconsin	
45. 2321 Pennsylvania	
46. 2326 Kentucky	
47. 2328 Missouri	
48. 2332 South Pearl	
49. 2402 Kentucky	
50. 2403 Illinois Avenue	
51. 2407 New Hampshire	
52. 2407 South Picher	
53. 2415 South Picher	
54. 2424 Bird	
55. 2425 Annie Baxter	
56. 2430 Annie Baxter	
57. 2430 Murphy Avenue	
58. 2431 Adele	
59. 2431 Annie Baxter	
60. 2521 Adele	
61. 2522 Adele	
62. 2526 South Willard	
63. 2529 Iowa	
64. 2701 South Wall	
65. 2703 South Oliver	
66. 2705 Grand Avenue	
67. 2705 South Joplin	
68. 2720 South Illinois Avenue	
69. 2722 South Wall	
70. 2725 South Schifferdecker Avenue	
71. 2729 South Schifferdecker Avenue	
72. 2802 South Joplin	
73. 2827 South Pearl	
74. 2829 South Joplin	
75. 2829 South Kentucky	
76. 2901 S. Jackson	
77. 2901 S. Schifferdecker Avenue	
78. 3101 Jessica Drive	

79. 3102-3104 Adele	
80. 3117 Abigail Street	
81. South of 2222 Empire	
82. 1104 West 22nd Street	
83. 1531 St Louis	
84. 1610 South St Louis	
85. 1617 Massachusetts Avenue	
86. 1623 Delaware	
87. 1630 Delaware	
88. 1825 Indiana	
89. 1825 Ohio	
90. 1830 Illinois Avenue	
91. 1915 Missouri	
92. 1919 Grand	
93. 1923 Grand	
94. 2013 South Moffet	
95. 2021 Pennsylvania	
96. 2026 South Joplin Avenue	
97. 2108 South Sergeant	
98. 2202 South Moffet	
99. 2206 Empire	
100. 2206 South Harlem	
101. 2216 Annie Baxter	
102. 2302 South Sergeant	
103. 2403 Willard	
104. 2408 Empire	
105. 2413 Empire	
106. 2531 North Kingsdale	
107. 2540 Iowa	
108. 2601 Minnesota	
109. 2609 Missouri	
110. 2721 Kentucky	
111. 2908 East 15th	
112. 3118 South Abigail Lane	
113. 431 West 31st Street	
114. 521 West 32nd Street	
115. 531 West 32nd Street	
116. 2811 South Main Street	
117. 2815 South Main Street	
118. 2615 West 32nd Street	
Grand Total Cost of all Properties	$

COUNCIL BILL NO. 2012-109 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with B & D Yardbuilders to provide professional services for the Structural Demolition and Debris Removal by Address in the amount of Two Hundred Four Thousand Twenty Four Dollars and No/100 Dollars ($204,024.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and B & D Yardbuilders to provide professional services for Structural Demolition and Debris Removal, in the amount of Two Hundred Four Thousand Twenty Four and No/100 Dollars ($204,024.00)

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

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

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

_____, 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 17, 2012
Council Bill No. 2012-110
Item: Parking Lot & Trail Sealing 2012
Originating Department: Public Works – Engineering

Attachments: 1) Location Map and Table
2) Bid Tabulation
3) Council Bill No. 2012-110

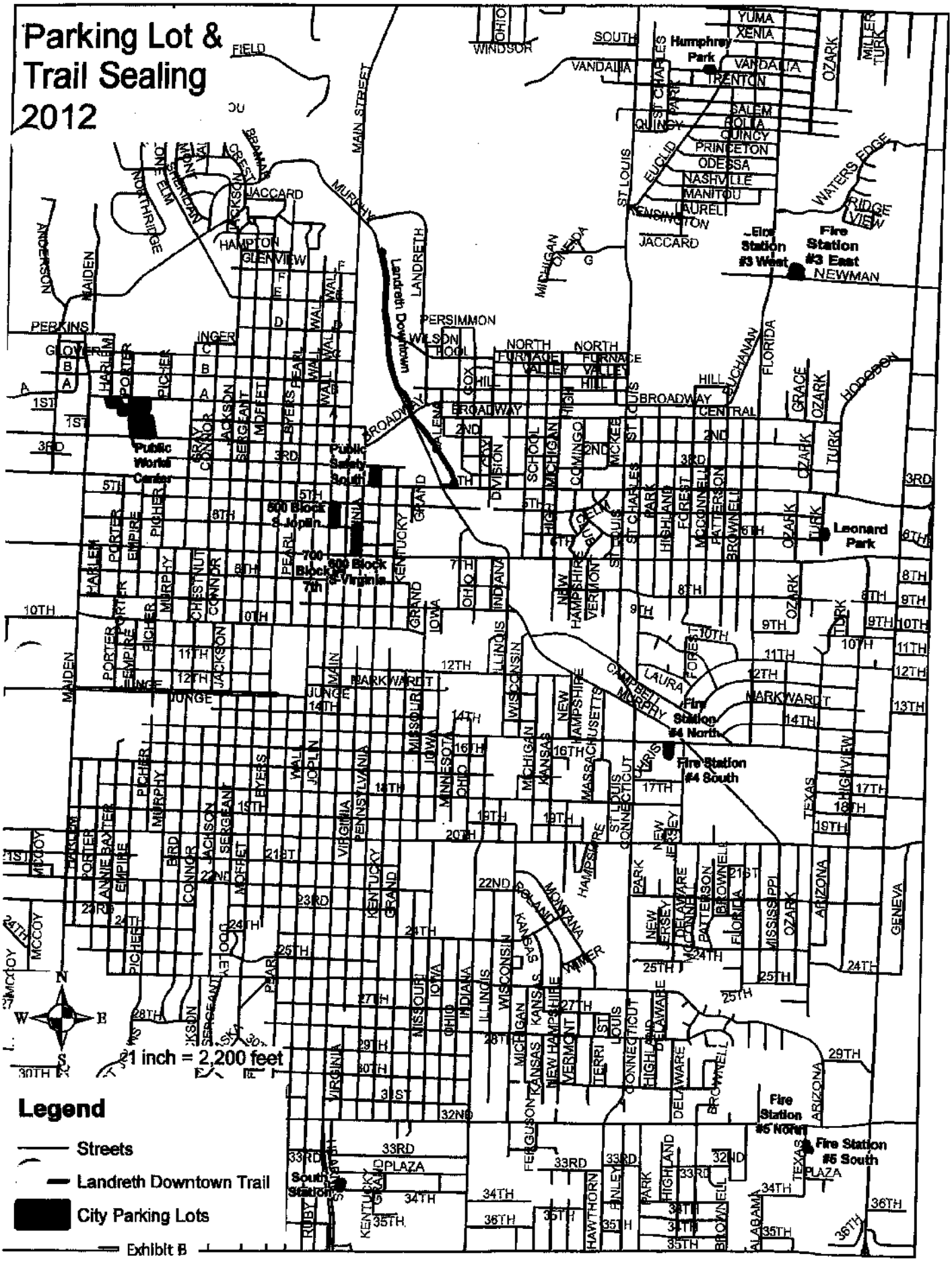
Engineering Department: Jack Schaller DWH	Date: 1-9-12
Department Head: David Hertzberg	Date: 1/9/2012
City Manager: Mark Rohr	Date: 1-10-12
City Attorney: Brian Head	Date: 1-10-12
Finance Department: Leslie Jones	Date: 1-10-12

Recommended Action: Approval of an Award of Contract to Hicklin Asphalt Company in the amount of $45,771.87 for the Parking Lot & Trail Sealing 2012 project.

Background: City staff annually evaluates the conditions of the City parking lots and recommends certain lots that need improvements. Based on this decision matrix it has been determined that preventative maintenance is key to pavement longevity. Part of this preventative maintenance strategy is sealing of lower use asphaltic cement pavements such as parking lots. One third of all lots are sealed or resurfaced each year and will be an annual housekeeping maintenance project. This year's focus is on Parks, Fire Stations, Public Works Center and Downtown Parking Lots in the City of Joplin.

Discussion:
The sealing process recommended will prevent further loss of volatiles and aggregate in the existing asphalt while protecting it from oxidizing. City owned lots are broken down into 3 groups based on a 3 year life cycle of parking lot sealing material. The lots studied this year were structurally sound, just in need of a seal course. The low bid submitted for parking lot seal coating was Hicklin Asphalt for $45,771.87 determined by the unit price of .1070 per square foot. This is within the engineer's estimate and the allocated budget.

Recommendation: City staff recommends Award of Contract to Hicklin Asphalt Company in the amount of $45,771.87 for the Parking Lot & Trail Sealing 2012 project and will be paid from the 3/8 cent transportation sales tax.


Parking Lot & Trail Sealing 2012
1 inch = 2,200 feet
Legend
Streets
Landreth Downtown Trail
City Parking Lots
Exhibit B
Public Works Center
Public Safety South
500 Block S Joplin
700 Block S Virginia
Humphrey Park
Fire Station #3 West
Fire Station #3 East
Leonard Park
Fire Station #4 North
Fire Station #4 South
Fire Station #5 North
Fire Station #5 South
South Station
MAIN STREET
BROADWAY
JACCARD
NEWMAN
PARK
MURPHY
LAURA
PLAZA

LOCATION	SQUARE FOOT AREA
Leonard Park	6105
Humphry Park	5584
500 block S Joplin	40,479
600 Block S. Virginia	60,965
Public Safety South Side	35,561
700 Block W.7th	9,876
Public Works Center	222,816
Landreth Downtown	5,199.49
Fire Station # 2 West	7,602
South Station	7,839
Fire Station # 4 North	1,607
Fire Station # 4 South	7,407
Fire Station # 3 East	8,311
Fire Station # 3 West	2,704
Fire Station # 5 South	4,179
Fire Station # 5 North	1,540
Total Area	**427,774.49**
EXHIBIT A	

BID TABULATION

PROJECT: Parking Lot & Trail Sealing 2012
DATE OF BID OPENING: December 20, 2011 10:00 a.m.

CONTRACTOR	BID
Hicklin Asphalt	45,771.87
Mid America Inc	105,104.19
Surface Protection Services	61,171.75
Springfield Striping	90,307.47

COUNCIL BILL NO. 2012-110 ORDINANCE NO.

AN ORDINANCE approving a contract with Hicklin Asphalt Company in the amount of Forty Five Thousand Seven Hundred Seventy One and 87/100 Dollars ($45,771.87) for the Parking Lot & Trail Sealing 2012 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract is awarded to Hicklin Asphalt Company in the amount of Forty Five Thousand Seven Hundred Seventy One and 87/100 Dollars ($45,771.87) for the Parking Lot & Trail Sealing 2012 project in the City of Joplin, Missouri

Section2. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 3. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Transportation Sales Tax Fund, Account Number 140-4520-530-8650.

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.

ATTEST: Michael R. Woolston, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the said Transportation Sales Tax Fund, Account Number 140-4520-530-8650 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

Leslie Jones, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 17, 2012
Council Bill No. 2012-111

Item: In House Consultant Agreement for Engineering & Consulting Services L.L.C.
Originating Department: Public Works – Engineering

Attachments:

1) Agreement
2) Council Bill No. 2012-111

Engineering: Jack Schaller	Date: 1-9-12
Department Head: David Hertzberg	Date: 1/9/2012
City Manager: Mark Rohr	Date: 1-10-12
City Attorney: Brian Head	Date 1-10-12
Finance Department: Leslie Jones	Date: 1-10-12

Recommended Action: Approval of Consultant Agreement with Engineering & Consulting Services L.L.C. for in house professional engineering services.

Background: The City of Joplin has been under contract with Tri-State Engineering to provide consulting and engineering services for various projects. The City has been paying a rate of $115.00 per hour for Mr. Bradley's services. These engineering services are for both design and project management of Capital Improvement Projects for the City of Joplin. An in house engineer has been used as a value engineering approach to work with City of Joplin engineers and designers to take advantage of Mr. Bradley's 30+ years of transportation engineering experience. This not only produces a better product but is much more cost effective than using a traditional consulting firm format.

Discussion: City staff requested and received qualifications from three local engineering firms for the in house consultant position. Upon the City's request for qualifications, Jerry Bradley left Tri-State Engineering and joined Engineering & Consulting Services L.L.C.. The staff recommends Engineering & Consulting Services L.L.C. to provide engineering and consulting services. In addition to Engineering & Consulting Services being most qualified, the rate for general engineering services is at a rate of $80 per hour, construction observation is at a rate of $70 per hour, and traffic data collection is at a rate of $50 per hour. In comparison, this saves the City of Joplin between $35 and $65 per hour. The agreement is for a one year term with the option to extend up to two additional years. Attached is the consultant agreement.

Recommendation: Award of the Consultant Agreement with Engineering & Consulting Services L.L.C. for professional engineering and consulting services.

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 Engineering & Consulting Services, LLC, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional engineer for consulting and engineering services for various City projects; and

WHEREAS, Consultant desires to provide consulting and engineering services 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 consulting and engineering services in the Public Works Department at the direction of the Public Works Director, including design and project management for capital improvement projects, and other work and projects as designated by the Director.

ARTICLE II - AGREEMENT SCOPE AND TIME

The time and scope of work under this Agreement is twelve (12) months, beginning February 1, 2012, and may renewed by the parties for additional one (1) year terms.

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.

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.

8. Consultant is an independent contractor and is not entitled to health insurance benefits, worker's compensation coverage, LAGERS, and Consultant agrees that it is not eligible for unemployment compensation nor will it file any such claim.

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. Ensure access to City facilities, personnel and information as requested by 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, according to the following schedule:

a. General Engineering Services:	$80.00/hour.
b. Construction Observation:	$70.00/hour.
c. Traffic Data Collection:	$50.00/hour.

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
Engineering & Consulting Services, LLC

By: Jerry Bradley, Member

Date: 11/10/2012

FOR THE CITY OF JOPLIN

BY:_____
R. Mark Rohr
City Manager

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

COUNCIL BILL NO. 2012-111 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Engineering & Consulting Services, L.L.C. to provide engineering and consulting services and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Engineering & Consulting Services, L.L.C. to provide engineering and consulting services.

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

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

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

_____, 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 16, 2012

Item: Council Bill 2012-112
Originating Department: Planning and Community Development

Attachments: 1) Project Description
2) Council Bill 2012-112
3) Exhibit "A" -User Agreement

P & CD Manager: Troy Bolander T.B.	Date: 1-10-12
Department Head: David Hertzberg	Date: 1-10-12
City Manager: Mark Rohr	Date: 1-10-12
Finance Department: Leslie Jones	Date: 1-10-12
City Attorney: Brian Head	Date: 1-10-12

Recommended Action: Approval of Council Bill.

SUMMARY:
The following is a request for the temporary use of land at the airport industrial park for the placement of a modular building to house health and human service agency offices. The Joplin Family YMCA is acting as the fiscal agent for this operation, which is a collaboration of community non-profits, healthcare providers, educational institutions and mental health providers. The purpose of the temporary facility is to primarily serve the needs of the displaced residents living in FEMA housing, so they can eventually be integrated back into the community. The property proposed to be used for this operation is located at the northwest corner of the industrial park. It was originally leased by FEMA for the temporary housing group site, but was recently released by them since it is no longer needed for their housing mission. The property contains approximately 1.3 acres and is located near a trolley stop (See Exhibit "A"). Utilities are currently in place to serve the propose facility. The user agreement will be in effect as long as we continue to have a lease agreement with FEMA to house displaced residents at this group site.

RECOMMENDATION:
Staff recommends approval of the user agreement with the Joplin Family YMCA to permit the use of the land for the temporary health and human service facility to pass on emergency basis.

United Way of Southwest Missouri and Southeast Kansas
United for Joplin
Storm Recovery Funding Request

Requirements

- Funding may be dispersed to non-profit or for profit agencies as long as they are engaged in recovery efforts in Joplin and funds are only used for those expenses.
- Non-profit agencies must attach a copy of its letter from the Internal Revenue Service noting its tax exempt status.
- Unless the agency is applying for Long Term Recovery all funds must be expended within six months.
- Agencies requesting funding are required to fill out the form below. Completed forms should be emailed to Bonnie Carter, bcarter@unitedwayswmosek.org or faxed to Bonnie Carter's attention at 417-624-0356 with the subject line "Storm Recovery Funding Request."
- Funding may only be used to cover expenses not covered by another funding source.
- Agencies may apply multiple times for funding.
- At this time there is no limit for a maximum award, however, please keep in mind United Way has limited resources with incredible community need.
- Funding will be awarded on the basis of the quality of the request, community need, and the amount of funding available.
- Upon request, agencies may be required to submit documentation as to how funds were used.

United Way of Southwest Missouri and Southeast Kansas
United for Joplin
Storm Recovery Funding Request Form

Agency Name: Joplin Family YMCA **Contact**: Juan "Cookie" Estrada **Cell phone**: (417) 437-6679 **Email**: cestrada@joplinfamilyy.org

If your Agency is awarded funding, please note below to whom the check should be made payable:

Name of Agency: Joplin Family YMCA Federal Employee Identification (FEIN) #: 44-0552026
Address of Agency: P.O. Box 227 (510 Wall)
Joplin, MO 64802

Please indicate below the nature of your business:
☑ Not-for-Profit (IRS Determination Letter must be attached to this application)
☐ Profit

Please indicate which category of funding:
☐ **Gap funding** ☒ **Long Term Recovery** ☐ **Specialized request** **Number of people assisted by this request: 530 families, including approximately 450 children.**

Total Amount of Unfunded Needs: $ 181,100

Other Sources of Funding:

Partners' Cost Share to Date:

PARTNER ORGANIZATION	ON-SITE SERVICES TO BE PROVIDED	DESCRIPTION	COST
Missouri State University	Graduate Level Social Work (Intern)	$20/hr for 550 hours	$11,000
St. John's Mercy	Community Connections Skills for Recovery		
		Staff travel, training, manuals	$47,044
		Community Connection Gatherings On-site	$123,331

		Mercy Resilience Groups On-Site	$28,437
		Program Management, Reporting, Evaluation	$47,747
Joplin R-VIII	Tutoring/Afterschool Programs	Staff wages, transportation 8 hrs/week @ $30/hr.	$13,440
Joplin Family YMCA	Recreational Programming	Staff wages, transportation for 20 hrs/week @ $8/hr for 14 months	$9,600
TOTAL COST SHARE FROM PARTNERS TO DATE			$269,599.00

Amount of Funding Requested from United Way: $ 181,100

Please provide a detailed cost breakdown of your funding request (personnel, supplies/materials, other costs). If other sources of funding will be used for this project, please note that in the expense detail:

Expense Detail:

	Quantity	Unit Price	Total
LEASE			
Lease of 4-Unit Modular Building	12	$3,000	$36,000
Monthly lease renewal after first year (for a total of 14 months)	2	$3,000	$ 6,000
Lease Subtotal			**$42,000**
MODULAR CONSTRUCTION			
Delivery Freight	1	$ 4,000	$ 4,000
Block, level, anchor, seal and seam 4 Plex	1	$12,000	$12,000
Skirting	1	$ 1,500	$ 1,500
Decks	1	$10,000	$10,000
Front Roof	1	$ 5,000	$ 5,000
Concrete Sidewalk	1	$ 1,500	$ 1,500

Plumbing	1	$ 7,000	$ 7,000
Electrical	1	$24,900	$24,900
Add 9 offices, labor and material	1	$ 7,700	$ 7,700
Add 2 restrooms for children	1	$ 2,000	$ 2,000
Dumpster and portable toilet	1	$ 1,000	$ 1,000
Modular Construction Subtotal			**$76,600.00**
OTHER INFRASTRUCTURE			
Gravel Base		$ 2,500	$ 2,500
Parking Lot		$12,500	$12,500
Low Voltage/Data		$ 3,000	$ 3,000
Utilities – sewer, electric, water		$10,000	$10,000
Other Infrastructure Subtotal			**$28,000.00**
MODULAR BUILDING DISMANTLE			
Dismantle of 4Plex at end of lease		$6,000	$6,000
Dumpster and portable toilet		$1,000	$1,000
Return Freight		$4,000	$4,000
Dismantle Subtotal			**$11,000.00**
OPERATIONAL			
Electricity, Trash, Data, Water	14	$1,500	$21,000
Operational Subtotal			**$21,000**
MISCELLANEOUS			
Permits, Licenses, Furnishings, etc.		$2,500	$2,500
Miscellaneous Subtotal			**$2,500**

PROJECT TOTAL			**$181,100**

Description of funding request (please be as detailed as possible):

The Joplin tornado caused widespread devastation to one third of Joplin, destroying 8,000 units of housing, 10 schools, a major hospital and 400 businesses. Particularly affected are low-income residents, who are facing increased competition for scarce resources such as low-income housing, jobs and healthcare.

Approximately 2,800 low-income tornado victims are receiving housing assistance from FEMA, and over 530 low-income families, including an estimated 450 children, remain in temporary housing units. (Source: FEMA Voluntary Agent Liaison, December 15, 2011). For these survivors – arguably the most vulnerable residents of our community – supports in areas including mental health, education, childcare and health care are critical components of long-term recovery. In the case of those housed in the temporary housing units, isolation from these supports is proving a barrier to long-term recovery and reintegration.

The Joplin Family YMCA, acting as the fiscal agent in collaboration with community nonprofits, healthcare providers, educational institutions and mental health service providers, is proposing the creation of a multi-agency human service campus to serve the residents of the FEMA temporary housing units. This project will assist in the long-term recovery of our community by providing coordinated, on-site solutions to identify and address the needs of low-income tornado victims and help them by providing a "hand up" rather than a "hand out." The goal of this project is the timely, successful reintegration of tornado victims residing in FEMA housing back into the community. Further, in line with the Citizens Advisory Recovery Team recommendations, the partners will

utilize combined resources to assist individuals in reintegrating with increased skills and greater educational and employment opportunities.

The initial objectives of this project include:

- Mitigate the barriers of transportation and childcare that prevent victims from receiving services by establishing an on-site presence for human service providers by early 2012.
    - Acquire use of land adjacent to Hope Haven Park (FEMA modular homes complex).
    - Lease and install 4-unit modular building to serve as a 7,000 square foot temporary facility.
    - House human service providers in temporary, shared accommodations on a rotating schedule.

- Diminish issues that preclude long-term recovery, such as child abuse, domestic violence and substance abuse, which have escalated post-disaster, by engaging victims in appropriate on-site preventative and/or crisis services.
    - Work with case managers to assess needs.
    - Case managers, JPD refer individuals to appropriate, on-site service providers.
    - Programs, counseling to target specific issues developed and offered on-site.

- Promote mental health and well-being among victims and families by offering free recreational activities that facilitate community spirit and help people feel safe and cared for.
    - Survey residents to learn what types of activities they might enjoy, i.e., family movie night, parents night out, sports, dance, fitness, etc.
    - Collaborate with local churches, organizations, businesses, movie theaters, etc.

- Develop a schedule of free on-site and off-site activities and inform FEMA Park residents and community
- Provide transportation from FEMA Park to activities and back.

The potential for long-term sustainability exists in that after survivors are relocated to permanent housing, a centrally located human service campus can be constructed within the city limits to address on-going barriers to community health and development that existed prior to the tornado. These include persistence to graduation rates, education rates, teen pregnancy, unemployment, social determinants of health (obesity, smoking, drugs and alcohol, etc.) and others. Such a facility will continue to serve Joplin's most vulnerable residents and those for whom transportation and childcare are barriers. A one-stop-shop human services campus will provide for unprecedented collaboration and integration of services, while allowing agencies to realize the synergy of combine service delivery and economies of scale through combined operating costs. Lower operating costs will allow agencies to maximize resources and invest more money in human service programs, thus increasing the opportunities for families and children seeking help to make successful life changes. As a result, this project has the potential to enrich the community as whole by improving the quality of life and standard of living, thus bringing capital investment, new jobs and business to Joplin.

As the fiscal agent for this project, the Joplin Family Y is requesting $181,100 in seed money for the infrastructure costs involved in this project. Partner agencies will cover personnel and program costs for the 14-month duration. At present, we have commitments from the following agencies to move forward once infrastructure exists: St. John's Mercy, Ozark Center, Joplin R-VIII, United Way of Southwest Missouri and Southeast Kansas, Access Family Care and the Alliance of Southwest Missouri. If funding is granted, the target date for implementation is January, 2012. The City of Joplin has expressed a willingness to allow us to temporarily utilize land adjacent to the Hope Haven Temporary Housing Units for this project, contingent upon City Council approval. In the event approval is

not obtained, storm recovery funds received through this request will be returned to the United Way of Southwest Missouri and Southeast Kansas.

To be completed by the United Way Office:

Request Reviewed: Date_____

Request Approved or Denied (circle one): Date_____

Amount Awarded if Approved: $_____

Date_____**Check #**_____

COUNCIL BILL NO. 2012-112 ORDINANCE NO.

AN ORDINANCE approving the License Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin Family YMCA, for the placement of temporary modular buildings at the FEMA temporary housing site at the Joplin Airpark Industrial Park for the purpose of providing human and community services to residents at the park; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the License Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin Family YMCA, for the placement of temporary modular buildings that the FEMA temporary housing site at the Joplin Airpark Industrial Park for the purpose of providing human and community services to residents at the park, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

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

Section 3. That this Ordinance, dealing generally with the preservation of public peace, health, and safety, is an emergency within the meaning of Section 2.12(1) and 2.12(3) 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 Woolston, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Exhibit "A"

TEMPORARY SITE LICENSE
AND
USER AGREEMENT: TEMPORARY MODULAR BUILDING SITE

This Temporary Site License and Use Agreement (Agreement) is entered into between the **Joplin Family "Y"** (Licensee) and the **City of Joplin** (Licensor). This Agreement authorizes Licensee to construct and maintain a temporary modular building on land owned by the City of Joplin, collectively referred to herein as "Temporary Site".

The purposes of this Agreement are to allow Licensee access to Licensor's property for the purpose of site development and the installation of a temporary modular building to provide for its use as a multi-agency human services campus; ensure the respective parties' understanding and acknowledgement of the use requirements; and to provide for return of the Temporary Site to Licensor upon the termination of this Agreement.

The following specific terms and conditions apply to the license described herein and use of the Temporary Site:

1. **License for Access and Installation**.

   a. The Temporary Site that is the subject of this license is located at the Joplin Airpark Industrial Park, within the limits of the City of Joplin, with the specific location within the Park on the map identified Exhibit A, attached hereto and incorporated fully herein by reference.

   b. Licensor grants Licensee the right to enter onto the Licensed Property for the purposes of development and installation of a temporary 4-unit modular building, including installation of any utilities and infrastructures.

   c. Upon the termination of this Agreement, Licensor will allow Licensee access to the Licensed Property for purposes of removal of building from the Temporary Site.

2. **Use and Surrender of the Temporary Site Licensor**.

   a. Licensor will maintain roadways to and throughout the Temporary Site including maintenance, snow and debris removal.

   b. Licensor will be responsible for issuing any and all necessary permits needed for the design, development, installation and operation of Temporary Site.

The laws of the State of Missouri shall govern this Agreement.

5. **Alterations**.

Licensee shall have the right to make permanent and substantial alterations and/or improvements consistent with the purpose of this Agreement to the Temporary Site, attach fixtures, markings, and signage in or upon the Temporary Site subject to approval by the City of Joplin.

6. **Non-Fund Obligating Agreement**.

Nothing in this Agreement shall authorize either party to obligate or transfer any funds. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement, and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

7. **Integrated Agreement**.

This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement. This Agreement may be modified only by mutual written consent.

8. **Termination**.

This Agreement will terminate on November 7, 2012, unless an extension is agreed to in writing by the parties. Licensor agrees that it will extend this Agreement until such time as the Airpark site is no longer used as a Temporary Housing Site by FEMA.

Licensee may terminate this Agreement upon thirty (30) days' written notice provided to the Licensor.

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

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
R. Mark Rohr,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

"LICENSOR"

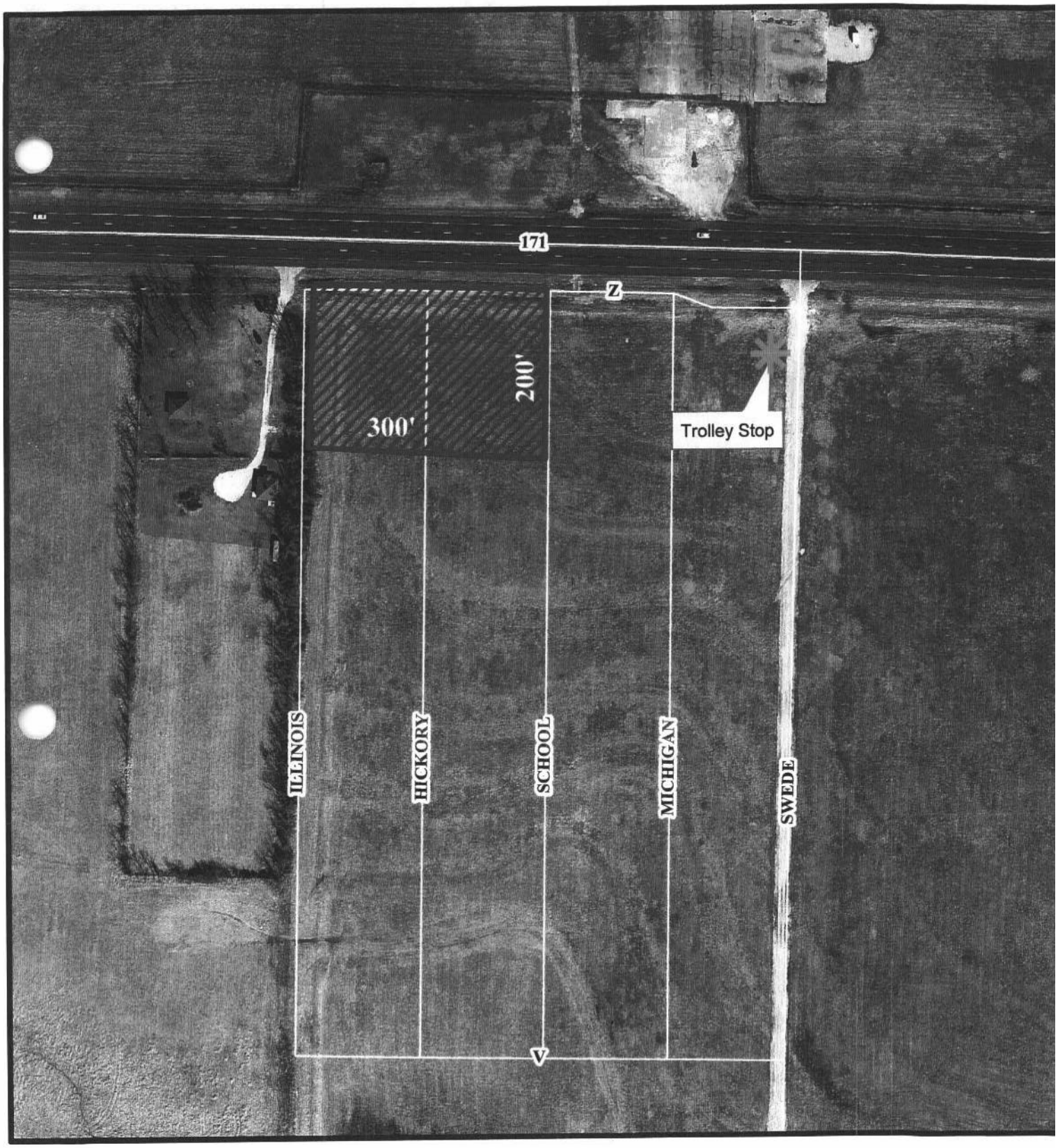
JOPLIN FAMILY "Y"

By: _____
Juan "Cookie" Estrada, Director

ATTEST:

Secretary

"LICENSEE"



0 150 300 600 900 1,200 Feet

Temporary Health and Human Services Location

N



City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date:
Council Bill No.
Item: Joplin Sports Authority Lease
Originating Department: Joplin Parks and Recreation Department

Attachments: 1) Agreement
2) Council Bill No. #2012-602

Parks and Recreation: Chris Cotten CC	Date: 1-12-12
Finance Department: Leslie Jones LJ	Date: 1-12-12
City Attorney: Peter Edwards PE	Date: 1/12/12
City Manager: Mark Rohr MR	Date: 1-12-12

Recommended Action: Authorization to enter into an agreement with the Joplin Sports Authority to allow them to renovate part of the Athletic Complex storage room into office space and lease said space as the organization's offices.

Background: During the November 21st informal, discussion took place concerning allowing the Joplin Sports Authority to renovate part of the undeveloped warehouse space at the Athletic Complex into office space and allowing the Sports Authority to move out to the complex as their new home. Initial terms were for JSA to be able to apply over $27,000 in renovations towards rent at the complex and have them pay a portion of the utilities. The rent figure is based off of pre-tornado warehouse rent space at .33 cents per square foot; utilizing approximately 1426 square feet that would equate to $471 per month in rent. After 57 months the organization is looking at then paying monthly rent or making a proposal for additional improvements to the facility.

Discussion concerning this possible venture was informally discussed at the August Sports Authority meeting and has been moving slowly forward ever since. The Sports Authority Board did vote to move forward with this project contingent on an acceptable contract between the two entities.

Discussion:
Attached is the proposed contract between the Joplin Sports Authority and the City. The Joplin Sports Authority's current lease expires in March. The Joplin Sports Authority is the recognized sports marketing firm for the City of Joplin. Allowing the JSA to move out to the Athletic Complex will greatly enhance the JSA's presence and stature and help foster an even better working relationship with the Parks and Recreation Department to fully utilize the Athletic Complex and Joe Becker stadium. The MOU sets out the general understanding of the parties as well as the agreement for renovations and improvements made to the property. The long-term Lease Agreement embodies the terms of shared use of the property between Parks and Recreation Department and the Joplin Sports Authority.

Recommendation: Staff recommends the approval of this agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2012, by and between the **CITY OF JOPLIN, MISSOURI**, a municipal corporation, hereinafter referred to as "Landlord", and **JOPLIN SPORTS AUTHORITY**, hereinafter referred to as "Tenant".

WITNESSETH:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant the after-mentioned land and improvements and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, a part of the land and improvements thereon located at 3301 W. 1st Street (the "Premises") specifically described on Exhibit B, identified as Phase 1. The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on February 1, 2012, for a term of five (5) years extending to and until January 31, 2017. Before expiration of this Agreement the parties agree to enter into good faith negotiations on an extension term subject to the approval of the council and board of the respective organizations.

2. Rent. During the term of this lease, and any extensions thereof, Tenant agrees to pay to Landlord at the office of Landlord annual rent in the sum of Five Thousand Six Hundred Fifty Two Dollars ($5,652.00), payable in monthly installments of $471.00. Said rent shall be due in advance on the first day of each month during the lease term. Rent shall be prorated for the first month if Tenant takes possession after the 1st day of the month. In addition to rent, Tenant shall be responsible for timely payment of all fees stated in this Agreement. As additional rent, Tenant shall be required to complete construction of improvements as required, as more fully set forth in the Memorandum of Understanding, attached hereto incorporate herein as Exhibit A. Upon completion of the improvements and in consideration thereof, Tenant shall receive a full rent abatement for the five (5) year term of this Lease Agreement.

3. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premise, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void. Tenant agrees to use the premises for school and education-related activities.

4. Use of Premises by Tenant. Tenant shall use the leased premises solely for the purpose of providing sports marketing and related activities consistent with the mission of the Joplin Sports Authority. Tenant shall not perform any acts or carry on any practices that may injure the building or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of the business before being leased the premises. Tenant is permitted to use the restrooms and conference room (by appointment) in the Landlord's space.

5. Use of Premises by Landlord. Landlord agrees to keep its part of the premises in a clean and orderly condition after its use of the premises. Landlord will retain office space on the premises.

6. Fixtures and Alterations. Landlord and Tenant hereby agree that the premises are leased in an "AS IS" condition, with the exception of certain alterations and improvements to be constructed by Tenant, at Tenant's expense, agreed to by the parties in a Memorandum of Understanding and Agreement, executed concurrently herewith. Tenant shall not make or cause to be made any alterations, additions or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the premises without first obtaining Landlord's consent. Tenant shall present to the Landlord architectural and building plans and specifications for such work at the time approval is sought. Upon completion of any construction or modification to the premises including all improvements, fixtures, electrical and plumbing, the same shall become the property of Landlord.

7. Liens. If any mechanics, laborers, materialmen's or any other lien shall at any time be filed against the leased premises as a result of Tenant's occupancy or construction thereon, Tenant shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished to Tenant and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of Landlord in and to the property leased herein.

8. Maintenance of Leased Premises. Tenant shall provide the maintenance and janitorial services for the Leased Premises. Landlord shall be responsible for the maintenance and janitorial services for its part of the building as well as the outside grounds.

9. Insurance. Tenant shall procure and maintain a Certificate of Insurance covering Worker's Compensation insurance from a responsible insurance company acceptable to Landlord, and said insurance shall provide for the payment of compensation in accordance with the laws of the State of Missouri for all employees of the Tenant, and further insuring Landlord against any and all liability for personal injury or death of such employees. Tenant shall, during the entire term of this lease, keep in full force and effect policies of public liability and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord.

10. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of

obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, their agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant.

12. Utilities. Tenant shall pay all utility costs related to the building including gas, water, electric and trash in proportion to its occupied space of the total building which is calculated to be twenty-five percent (25%). Landlord shall submit a monthly invoice to Tenant and payment of the monthly utility cost shall be made to the Landlord within fifteen (15) days of the mailing of the invoice. Failure to pay monthly utility costs shall be considered a material breach of the Lease Agreement and grounds for termination of this Agreement.

13. Telecommunications. Tenant shall be solely responsible for its phone, internet and cable service and expense. Tenant shall be entitled to utilize the existing communications line that services the building.

14. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for ordinary occupancy and use, by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within ninety (90) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the premises are restored. In the event Landlord determines that the premises cannot be rebuilt or restored under the ninety (90) day provision herein, then it shall give written notice of this decision to Tenant within thirty (30) days from the date of the happening of such casualty, and this lease shall terminate.

16. Default of the Tenant. In the event of any failure by Tenant to pay any rental or fee due hereunder within twenty (20) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, then Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach.

17. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease.

18. Parking. Tenant and its employees, contractors and invitees may use the parking lot on the south side of the lease premises, but said use shall not exceed one-quarter of the parking spaces existing in the lot.

19. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Landlord as follows:

City of Joplin, Missouri
R. Mark Rohr, City Manager
602 S. Main
Joplin, Missouri 64801,

and to Tenant as follows:

Joplin Sports Authority
Craig Hull, Director
3301 W. 1st Street
Joplin, Missouri 64801.

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

20. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

21. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

22. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

23. Choice of Law, Venue and Jurisdiction. 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.

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

25. 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.

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

27. 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.

28. 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.

29. Contingent on Council and School Board approval. This Lease Agreement is contingent on the approval of the Joplin City Council and the Board of the Joplin Sports Authority.

30. Prevailing Wage Project. Tenant agrees that all improvements fall under the purview of the Missouri Prevailing Wage Law and agrees to comply with all laws and regulation related thereto. Tenant shall hold harmless and indemnify Landlord for any liability assessed for Tenant's failure to adhere to Missouri Prevailing Wage Law.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
R. Mark Rohr, City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

"LANDLORD"

JOPLIN SPORTS AUTHORITY

By: _____

Craig Hull, Director

ATTEST:

_____

Secretary

"TENANT"

EXHIBIT A

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT, is made and entered into this _____ day of _____, 2012, by and between the City of Joplin, Missouri, a Municipal Corporation, (hereinafter referred to as "City"), and Joplin Sports Authority, (hereinafter referred to as "JSA"), with the City and JSA being referred to collectively as the "parties".

W I T N E S S E T H :

WHEREAS, City owns certain real estate in fee simple commonly known as 3301 W. 1st Street (the "Athletic Complex") and desires to enter into a lease agreement with JSA for a portion of the building and improvements located on the real estate, with the City retaining a portion of the building for its own use; and

WHEREAS, the JSA desires to enter into a lease agreement with the City for a portion of the building and improvements located on the real estate; and,

WHEREAS, the parties desire for JSA to make certain improvements to the building and for JSA to receive a discount monthly rental amount for fifty seven months in consideration thereof, subject to the terms of this MOU and the related Lease Agreement.

WHEREAS, because of the construction responsibilities of JSA, and the shared use of the real estate and improvements, the parties desire to set forth the material terms thereof in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Construction of Improvements. The proposed renovation of the building is illustrated on Exhibit B, attached hereto and incorporated herein by reference. After the renovation is complete, it is estimated that the JSA will utilize 1427 square feet or 25% of the building. JSA will submit architectural and building plans to the City for approval before construction begins. All construction shall be in accordance and compliance with the submitted plans. Any deviation from the plans must be approved in writing by the City. All finished construction, such as paint, flooring, electrical fixtures, wood trim and related finishing work shall be of the same or substantially similar quality and type as used in the existing finished area of the building. City shall give written approval of said construction and materials. All improvements, including all fixtures shall become the

property of the City. Upon completion of the improvements, JSA will receive a full rent abatement for the term of the fifty seven month Lease Agreement.

(a) City Area. The City will be responsible maintenance and janitorial services for its area.

(b) JSA Area. JSA will be responsible for all expense and completion of work in this area. Carpet will be used in offices, and tile in the remaining rooms. All door locks shall have one (1) common master key, a copy of which shall be supplied to the JSA Director. JSA shall be responsible maintenance and janitorial services for its area and agrees to keep its area in a neat, orderly and clean condition at all times.

(c) Common Area. JSA shall be entitled to use the bathrooms and conference room (by appointment) described on Exhibit C.

(d) General Terms. All work done by the JSA shall comply with the Joplin Building Code. JSA is responsible for obtaining all required building permits.

(e) Prevailing Wage project. This is a prevailing wage project and prevailing wage shall be paid to all contractors and subcontractors as required by law.

(f) Timeline. Construction shall begin on upon execution of this Agreement and be completed within sixty (60) days.

2. Lease Agreement. The parties agree that a Lease Agreement has been executed concurrently with this Memorandum of Understanding and Agreement. Said Lease Agreement incorporates certain terms contained in this Agreement, and should the terms be in conflict, the terms of the Lease Agreement shall control.

3. Effective Date. This Memorandum shall be effective upon the approval of the City Council, and JSA Board. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the Board.

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

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
R. Mark Rohr,
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"**CITY**"

JOPLIN SPORTS AUTHORITY

By: _____
Craig Hull, Director

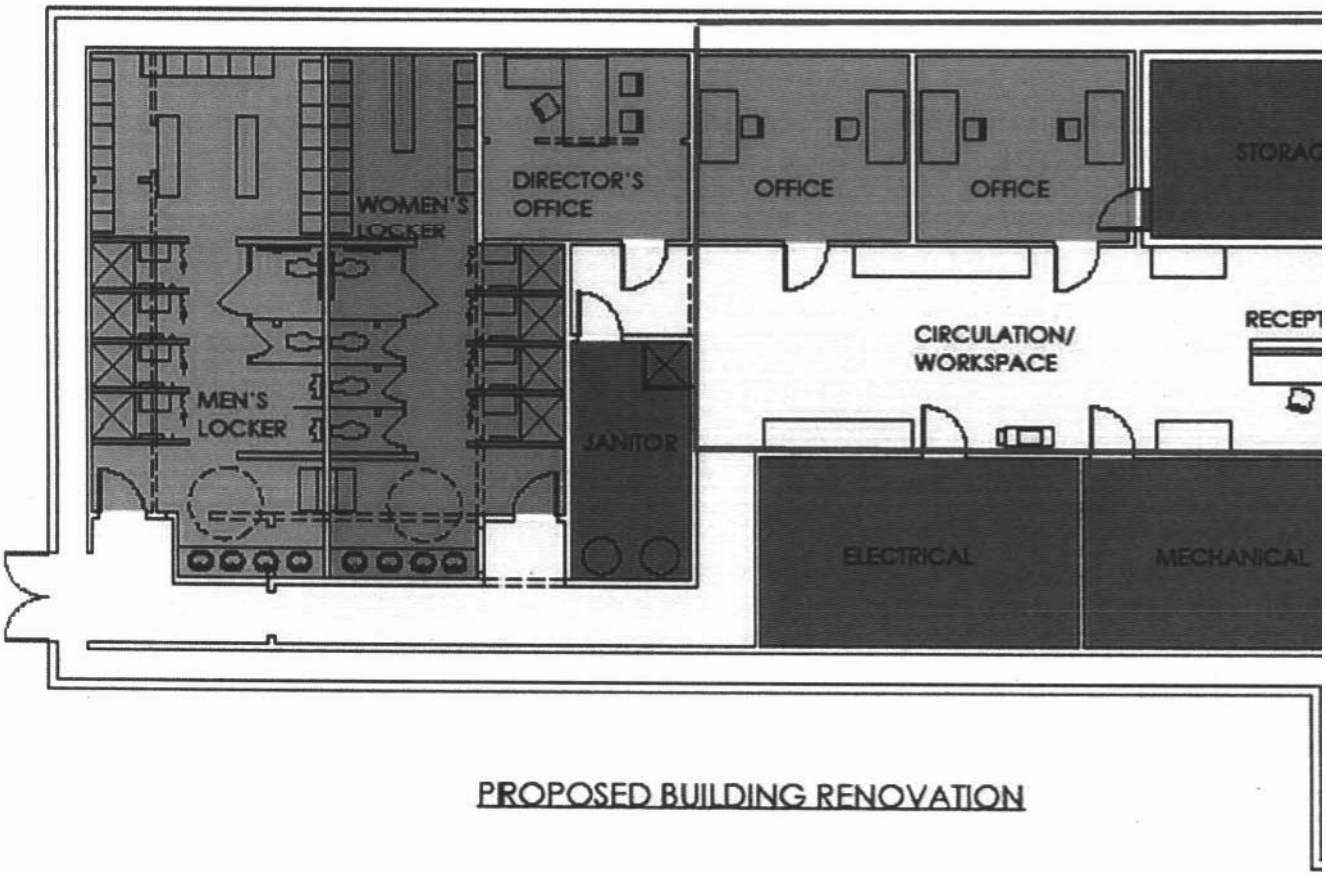
ATTEST:

_____
Secretary

"**JSA**'

EXHIBIT B

Phase one project outlined in red



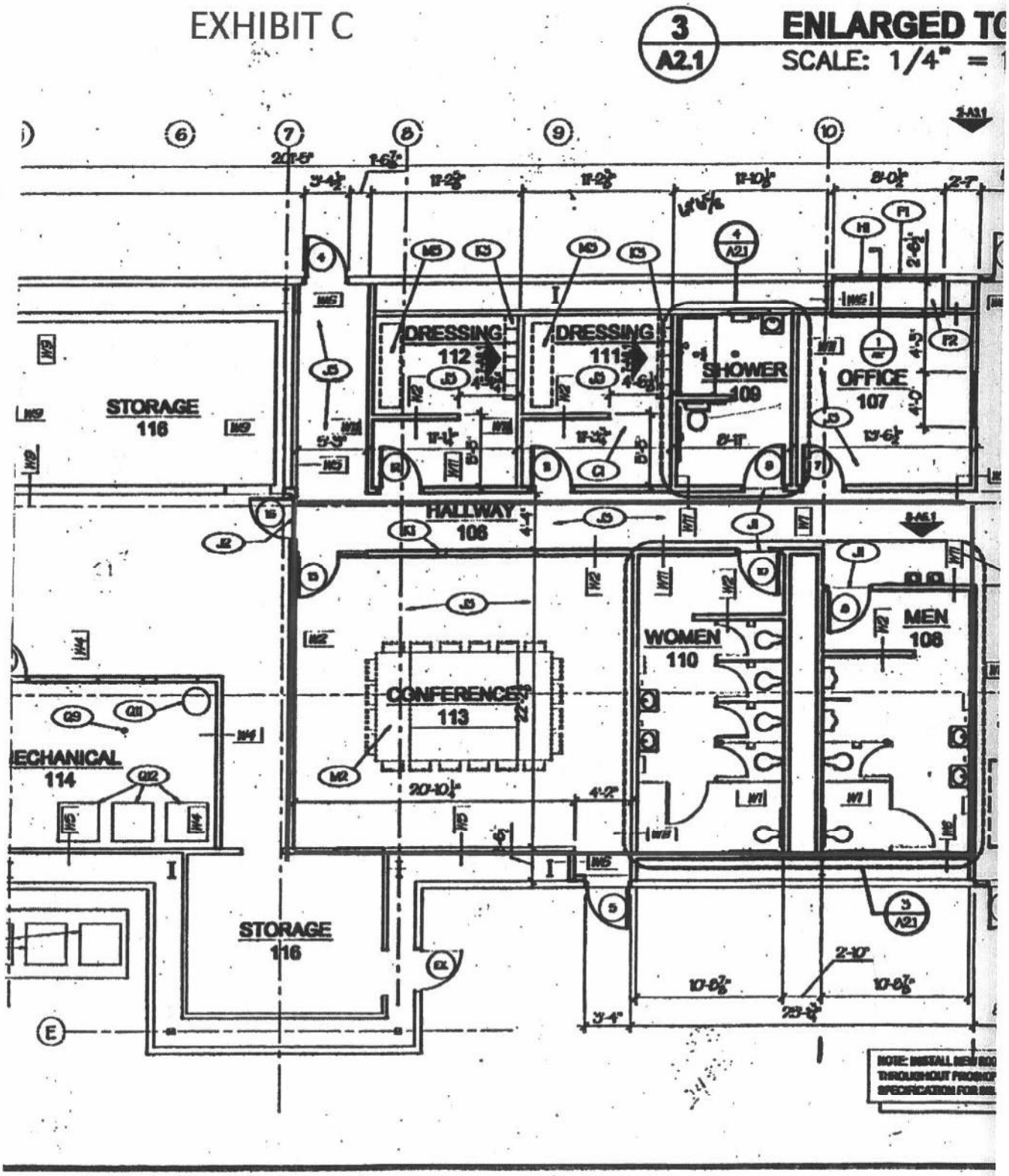
PROPOSED BUILDING RENOVATION

CGA

JOPLIN ATHLETIC COMPLEX

NORTH

EXHIBIT C


3
A2.1
ENLARGED TO
SCALE: 1/4" =
STORAGE
116
DRESSING
112
DRESSING
111
SHOWER
109
OFFICE
107
HALLWAY
106
WOMEN
110
MEN
108
CONFERENCE
113
ECHANICAL
114
STORAGE
116
20'-5"
11'-2"
11'-2"
11'-10"
8'-0"
20'-10"
4'-2"
10'-6"
10'-6"
2'-10"
23'-4"
3'-4"

COUNCIL BILL NO. 2012-602 ORDINANCE NO.

AN ORDINANCE approving the Memorandum of Understanding and Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin Sports Authority, for the renovation and occupancy of the real estate located at 3301 W. 1st Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Memorandum of Understanding and Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin Sports Authority, for renovation and occupancy of a part of the improvements at 3301 W. 1st Street, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Memorandum of Understanding and Lease Agreement and other documents necessary to complete the transaction by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with the preservation of public peace, health, and safety, is an emergency within the meaning of Section 2.12(1) and 2.12(3) 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 Woolston, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney