INFORMAL AGENDA

February 21, 2012

5:15 p.m.

1. Update on request of Sister City with Pamplona Spain from Shaun Steele
2. Discussion of the MAPS Livability Grant award
3. Discussion of First Response Fund
4. Presentation on revenue generating ideas at Athletic Complex by Chris Cotten

COUNCIL AGENDA

February 21, 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**
   1.*Read Across America* Proclamation honoring Dr. Seuss' birthday. Crystal Stokes will be in attendance to receive the proclamation.

   2.Presentation on a proposed new storm siren policy

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearings Procedures

   1. RESOLUTION NO. 2011-008 A RESOLUTION granting a Special Use Permit (First Request) to South Joplin Christian Church for the operation of a group residential facility located at 1901 South Pearl Avenue in the City of Joplin, Jasper County, Missouri.

8. **Consent Agenda**
   1. COUNCIL BILL NO. 2012-253 - AN ORDINANCE amending Ordinance No. 2004-256 passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-0 property as described below and located at

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.

2328 South Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

2. COUNCIL BILL NO. 2012-254 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1 and including in District C-3 property as described below and located at the northwest corner of Sixth Street and Grand Avenue in the City of Joplin, Jasper County, Missouri.

3. AMENDED COUNCIL BILL NO. 2012-255-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 PD property as described below and located at 2612 and 2614 South Virginia Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2012-257 - 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 R-3 property as described below and located at the southeast corner of 36th Street and Indiana Avenue in the City of Joplin, Newton County, Missouri.

5. COUNCIL BILL NO. 2012-258 - 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 R-2 property as described below and located at 2515 and 2519 South Connor Avenue in the City of Joplin, Jasper County, Missouri.

9. Resolutions

1. RESOLUTION NO. 2012-008 - A RESOLUTION approving Bylaws for the operation of the First Response Tornado Fund of the City of Joplin.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012-116-AN ORDINANCE authorizing the City to enter into an Agreement Empire District Industries Inc. for the Zora and Main Interchange Project – J7S0788 and containing an emergency clause.

2. COUNCIL BILL NO. 2012-605-ANORDINANCE approving an Agreement for Comprehensive Aquatic Risk Management Program with the City of Joplin, Missouri, and Jeff Ellis & Associates, Inc. dealing generally with the providing services and technical support for the training and monitoring the operations of lifeguards for the three (3) City Swimming Pools, and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

3. COUNCIL BILL NO. 2012-606 - AN ORDINANCE authorizing and approving the City to purchase a used/refurbished Triple Combination Pumper apparatus from Fire Services, Inc., for the amount of Eighty One Thousand, Nine Hundred and Fifty dollars, Zero Cents ($81,950.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and, authorizing the

City Manager to execute a Purchase Order 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

1. Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2011. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Notice posted at 4:30 p.m. on this the 16th day of February, 2012. (RSMo 610.020)

INFORMAL NOTES

February 6, 2012

Update on demolition

Leslie Jones, Finance Dir. and Jack Schaller Asst. Pub. briefed Council on demolition stating the city the city had accomplished 500 demos in August, 900 foundations. Volunteers were helping to clean up the debris area. The City awarded a contract in mid-September for removal. There is a 90 day process for city cleanup. As of January 31st volunteers had removed 70 structures that had been demolished and 1300 tons of vegetation had been removed.

On the commercial side 419 commercials sustained some type of damage. There are 31structures that we don't know what is going on with them. We are working with the Bldg. Dept in that area to find out more about those structures. On the strip malls there could be several units within them that each occupant (end fall) has to have a re-building permit that makes up the strip mall.

To date these are repairs or rebuilding permits issued: 114 – repairs/rebuild; 156-commercial; 64-rebuild; temporary-18; 15-schools; 71-pending; 469 total repairs or rebuilding permits issued. Only a hand full of properties isn't doing anything. They will be going to the building board. There's a lull in permits issued right now. We expect to see another round in March. We're getting ready to add a couple of full time employees for additional help. A Plan reviewer position being one.
Mr. Golden asked if asked if anyone was on top of volunteers who they can work for? He said I have 2 groups in April and October with material and with support but no sleeping quarters. They'll go back to where they came from without sleeping quarters. The City Manager said there is an attempt to utilize the effort – Rebuild Joplin. He told Mr. Golden to get him the information of the group coming in to town to work.

Update on hazard mitigation requests

Asst. to City Mgr. Sam Anselm briefed council on hazard mitigation stating the State has asked us to move forward with full application to purchase lots that are located in the flood plan.

He also mentioned that the funding was declined for the Safe Room so he is seeking alternatives methods on the issue.

First Response Fund Discussion

City Manager indicated in a recent survey conducted by the city it was noted 11,600 weather radios would be needed to supply families of an upcoming storm. Red Cross has provided $50,000 towards the purchase of weather radios to help the citizens of Joplin since the storm season is approaching. He said the remaining funding $250,404 could come from the First responder fund. He further said he would step away from the board. In getting the radios out to families the fire department could work out a plan. Cost of the radios is about $25.00 each. They are NOAA radios. They come with a backup battery. Discussion of the board and bylaws was held. Council decided that two members were to come from the affected area of the storm and three members were to be at-large that would serve on the board Community Foundation of the Ozarks. City Manager would be an Ex-Officio member. There was a consensus of Council to submit potential board names in to City Attorney Brian Head by noon on Friday.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES

February 6, 2012

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

ROLL CALL
All were present

INVOCATION - read by City Clerk, Barbara Hogelin

FLAG SALUTE – led by Mr. Golden

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

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. 2012-252

Mayor Woolston opened the Public Hearing

No one appeared in favor of or in opposition to this request.

Mayor Woolston closed the Public Hearing.

Mr. Shaw introduced Council Bill No. 2012-252. Motion by Mr. Shaw, Second by Mr. Glaze to Table Council Bill No. 2012-252. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Public Hearing for Council Bill No. 2012-253

Mayor Woolston opened the Public Hearing

John A. Yaple, 3401 N. Rangeline, appeared in favor of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing

Mr. Glaze introduced Council Bill No. 2012-253. Motion by Mr. Glaze, Second by Mr. Seibert to Place Council Bill No. 2012-253 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. 2012-253

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-0 property as described below and located at 2328 South Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-254

James Whitford, 1205 West Daugherty, Webb City, appeared in favor of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing

Mr. Shaw introduced Council Bill No. 2012-254. Motion by Mr. Shaw, Second by Mr. Scearce to Place Council Bill No. 2012-254 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. 2012-254

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1 and including in District C-3 property as described below and located at the northwest corner of Sixth Street and Grand Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-255

Mayor Woolston opened the Public Hearing

Brian Kuehn, 620 McConnell, appeared on behalf of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing

Mr. Scearce introduced Council Bill No. 2012-255. Motion by Mr. Scearce to Amend to make it a Permanent parking lot died for lack of a second. Motion by Mr. Scearce, Second by Mr. Golden to Amend Council Bill No. 2012-255 from District C-3 to District C-3 PD. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Motion by Mr. Scearce, Second by Mr. Glaze to Place Amended Council Bill No. 2012 -255 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 AMENDED COUNCIL BILL was read as being: AMENDED COUNCIL BILL NO. 2012-255

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 PD property as described below and located at 2612 and 2614 South Virginia Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-256

Mayor Woolston opened the Public Hearing

No one appeared in favor of or in opposition to this request.

Mayor Woolston closed the Public Hearing.

Dr. Rosenberg introduced Council Bill No. 2012-256. Motion by Dr. Rosenberg, Second by Mr. Scearce to Deny Council Bill No. 2012-256. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, 6. Nays: Seibert, Shaw, and Woolston, 3.

Council Bill No. 2012 – 256 was Denied.

COUNCIL BILL NO. 2012-256 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and District R-1 and including in District C-3 property as described below and located at 1602 South Range Line Road, 2918 East 16th Street, and 2920 East 16th Street in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-257

Mayor Woolston opened the Public Hearing

No one appeared in favor of or in opposition to this request.

Mayor Woolston closed the Public Hearing.

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

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 R-3 property as described below and located at the southeast corner of 36th Street and Indiana Avenue in the City of Joplin, Newton County, Missouri.

Public Hearing for Council Bill No. 2012-258

Mayor Woolston opened the Public Hearing

David McCartney, 720 Glenview Pl. appeared on behalf of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing.

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

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 R-2 property as described below and located at 2515 and 2519 South Connor Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-259

Mayor Woolston opened the Public Hearing

Mr. Tom Noland, 220 W. 4th, appeared in favor of this request. He stated a fifth lot sits between the two lots. He indicated the owner recently passed away and the family is waiting to see what happens this evening. He indicated the owners of these lots have no immediate plans.

Alan Hall, 1821 W. 21st, appeared in favor of this request.

Don Willis, 2104 Highview appeared in opposition to this request. He said building permits were obtained long before this came up. These people have no potential buyers.

Keith Grebe, 2736 E. 15th St., appeared in opposition to this request. He said you are extending commercial property back into residential. You've got people that have already invested in their property and they don't want any more commercial on them. Home owners can't rebuild without certainty from you.

Mayor Woolston closed the Public Hearing

Dr. Rosenberg introduced Council Bill No. 2012-259. Motion by Dr. Rosenberg Second by Ms. Raney to Deny Council Bill No. 2012-259. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, and Shaw, 7. Nays: Seibert, Woolston, 2.

Council Bill No. 2012 – 259 was Denied.

COUNCIL BILL NO. 2012-259 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 2019 South Highview Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-260

Mayor Woolston opened the Public Hearing

Mr. Tom Noland, 220 W. 4th, appeared in favor of this request. He stated he would like flexibility to market the property.

Steve Noland, Loma Linda, appeared on behalf of the request. He addressed homes on Highview and said some were rentals and not going to be rebuilt.
Keith Grebe, 2736 E. 15th, appeared on behalf of the request. He stated if you put commercial up you will destroy the west side.

Don Willis, 2104 S. Highview, appeared in opposition to the request. He did not believe the commercial properties needed to be extended that far into the residential area where he resides. He said people needed homes to live in and wanted his family thought of.

Mayor Woolston closed the Public Hearing

Dr. Rosenberg introduced Council Bill No. 2012-260. Motion by Dr. Rosenberg, Second by Ms. Colbert-Kean to Deny Council Bill No. 2012-260. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, and Shaw, 7. Nays: Seibert, Woolston, 2.

Council Bill No. 2012 – 260 was Denied.

COUNCIL BILL NO. 2012-260 -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 2023 South Highview Avenue in the City of Joplin, Jasper County, Missouri. Motion by Dr. Rosenberg, Second by Ms. Colbert-Kean to Deny Council Bill No. 2012-260. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, and Shaw, 7. Nays: Seibert, Woolston, 2.

Public Hearing for Council Bill No. 2012-261

Mayor Woolston opened the Public Hearing

Mr. Allen Hall, 1821 W. 21st St, appeared in favor of this request feels for the people on the other side of the block but not for building back.

Don Willis, 2104 S. Highview, appeared in opposition to the request. He is concerned about his family and he said it would decrease their property values.

Mayor Woolston closed the Public Hearing.

Dr. Rosenberg introduced Council Bill No. 2012-261. Motion by Dr. Rosenberg Second by Ms. Raney to Deny Council Bill No. 2012-261. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, and Shaw, 7. Nays: Seibert, Woolston, 2.

Council Bill No. 2012 – 261 was Denied.

COUNCIL BILL NO. 2012-261 - 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 2121 South Highview Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-262

Mayor Woolston opened the Public Hearing

Mr. Tom Noland, 220 W. 4th, appeared in favor of this request. He stated to Council he appreciates your time.

Don Willis, 2104 Highview, appeared in opposition to this request. He said he was just against it.

Mayor Woolston closed the Public Hearing.

Dr. Rosenberg introduced Council Bill No. 2012-262. Motion by Dr. Rosenberg Second by Ms. Raney to Deny Council Bill No. 2012-262. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, and Shaw, 7. Nays: Seibert, Woolston, 2.

Council Bill No. 2012 – 262 was Denied.

COUNCIL BILL NO. 2012-262- 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 2101 South Highview Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Special Use Permit located at 1901 South New Hampshire Avenue.

Mayor Woolston opened the Public Hearing

David Dowell, 1801 E. 20th, appeared on behalf of the request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing

Mr. Golden introduced Resolution No. 2012-007. Motion by Mr. Golden, Second by Mr. Glaze to Approve Resolution No. 2012-007. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

RESOLUTION NO. 2012-007- A RESOLUTION granting a Special Use Permit (First Request) to David Dowell for the construction of a parking lot at 1901 South New Hampshire Avenue, in the City of Joplin, Jasper County, Missouri.

CONSENT AGENDA APPROVED
Motion by Mr. Golden, Second by Ms. Colbert-Kean, 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 January 17, 2012 Council Meeting

Minutes of the January 19, Special Joint Meeting

RESOLUTIONS

ORDINANCES-EMERGENCIES

COUNCIL BILL NO. 2012-113

Mr. Shaw introduced Council Bill No. 2012-113. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-113. 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. 2012-021

AN ORDINANCE approving the contract by and between the City of Joplin and Lynn Rowe for the demolition of the structure(s) and clearing of lot area located at 1505 E. HILL in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Forty Five and 00/100 Dollars($ 2,145.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

COUNCIL BILL NO. 2012-114

Mr. Glaze introduced Council Bill No. 2012-114. Motion by Mr. Glaze, Second by Golden to Adopt Council Bill No. 2012-114. 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. 2012-022

AN ORDINANCE approving the contract by and between the City of Joplin and Lynn Rowe for the demolition of the structure(s) and clearing of lot area located at 1511 S. MOFFET in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred and 00/100 Dollars($

2,100.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

COUNCIL BILL NO. 2012-115

Mr. Glaze introduced Council Bill No. 2012-115. Motion by Mr. Glaze, Second by Golden to Adopt Council Bill No. 2012-115. 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. 2012-023

AN ORDINANCE approving the Purchase Order with Key Equipment & Supply of Kansas City, in the amount of Three Hundred Forty-Two Thousand Seven Hundred Thirteen and no/100 Dollars ($342,713.00), less the trade in of used equipment in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

COUNCIL BILL NO. 2012-603

Mr. Golden introduced Council Bill No. 2012-603. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2012-603. 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. 2012-024

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing a new classification title for the Parks and Recreation Department and containing an emergency clause.

COUNCIL BILL NO. 2012-604

Mr. Golden introduced Council Bill No. 2012-604. Motion by Mr. Golden, Second by Ms. Colbert-Kean to Adopt Council Bill No. 2012-604. 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. 2012-025

AN ORDINANCE approving the Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Water's Edge Aquatic Design, for services related to the planning, development and construction administration for a new aquatic center at Schifferdecker Park; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING

ORDINANCES – THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Case 014-12:1617 West 26th Street – A request for a Site Plan Review for the reconstruction of a medical office building – Requested by Frank Ikerd. Motion by Mr. Golden, Second by Ms. Raney to Approve the Site Plan Review. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0. Motion by Dr. Rosenberg, Second by Mr. Scearce to Approve the request for the Site Review Plans. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Mr. Shaw mentioned he would like to see more information come before the Council about the request from the citizen at the last meeting concerning the request to allow Pamplona, Spain to become a Sister City. Mayor asked the City Clerk to check into it.

Mr. Shaw cognized Reverend Harry Givens on his recent retirement this past weekend citing he has been a great spiritual and community leader serving his church and citizens well. Mayor Woolston presented him with a Proclamation and a Key to the City.

Mayor Woolston said the next meeting of the council would be held on Tuesday, February 21, 2012 due to President holiday observance on Monday February 20, 2012.

He noted tomorrow (Tuesday, February 7, 2012) was an election day in the state of Missouri.

On Wednesday, February, 8, 2012 some members of Council would be traveling to Jefferson City to receive the Creative Cities Award that the city has been awarded.

Recently Mayor Woolston was at the White House in Washington DC on Cardinal Day with the World Series Champions St. Louis Cardinals. He was able to visit with Cardinal staff and delegates while there.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:09 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC
City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2012

Item: RESOLUTION NO. 2011-008
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 9/23/2011
City Attorney: Brian Head — Date: 2/14/12
City Manager: R. Mark Rohr — Date: 2-14-12
Board or Commission: Planning and Zoning Commission — Date: 9/12/2011 & 9/22/2011

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

SUMMARY/REQUEST:
Case 030-11: 1901 South Pearl – A request for a Special Use Permit (First Request) for the operation of a Group Residential facility –South Joplin Christian Church (Jim Michel).

STAFF SUMMARY:
The applicant is requesting a special use permit for the inclusion of a Group Residential facility. The parcel is zoned District R-1 (Single-Family Residential) and is adjacent to single family dwellings to the north, east, and west with C-O (Commercial Non-Retail District) to the south.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to South Joplin Christian Church for the inclusion of a Group Residential facility.
2. The permit shall be for one (1) year renewable in February, 2013.
3. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jim Michel explained that the church would not request to change the zoning from R-1 to R-3 due to the zoning regulations. He is asking for a short-term Special Use Permit or waiver, in that churches have been having groups stay within their facilities for decades. His church decided to go through the chain of command to do things right and have run into a brick wall.

Mr. Michel asked about a way to change the zoning and allow facilities such as churches to obtain that special permit for a limited amount of time so they don't have to look to the future.

He understood the adjoining residents' concern with the property being open for apartments. He stated that the facility has always been and will continue to be used for ministry. They have just changed the focus of what their ministry is.

Mr. Anderson explained that the commissioners and the City staff will see what options are available, but that the property will be permanently rezoned if it is rezoned to District R-3.

PUBLIC COMMENT:
Comments in opposition to the request were received from Ms. Brenda Plagmann, 3001 Moffet Avenue (owner of property at 1922 South Pearl)

Ms. Plagmann asked if other churches in Joplin who house people who come in to help with the cleanup of the tornado need to have this type of rezoning also, such as Forest Park Baptist Church. Mr. Bolander replied that this depends on the location, in that some churches such as Forest Park are located in a commercial district and do permit residents.

Mr. Bolander explained that South Joplin Christian Church is located in an R-1 single-family residential district, with the R-1 zoning protecting the single-family residential homes in the area. Churches in commercial districts don't have to go through this process, but they still must meet building codes such as the number of residents in a building or fire sprinklers.

Ms. Plagmann asked if not everyone has to be rezoned to house groups of this nature, and Mr. Bolander replied that it depends on what zoning district they are located in. If they are in a single-family residential district, they must rezone the property and obtain a Special Use Permit to operate a group residential facility. A church located in a commercial area would not have to rezone their property.

AMENDED REPORT:

Subsequent to the initial hearing of this case when it was tabled, at the direction of City Council, city staff prepared a zoning text change that was adopted by City Council on December 5, 2011. The zoning text change defined how the various zoning categories permit Group Residential Facilities and to what extent the special use permit shall be issued. With regards to the request made by South Joplin Christian Church, a special use permit may be obtained for one calendar year with the approval of the City Council and may be renewed for a timeframe as deemed appropriate by the City Council after the initial one-year permit.

Since the amendment to the Zoning Code is now adopted, the resolution for the special use permit for Group Residential Facilities requested by South Joplin Christian Church is being brought before the City Council.



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Feet

Case 030-11: A request from SJCC (Jim Michel) for a Special Use Permit for property described as Lots 157 thru 159 in Mitchell's 1st Addition to the City of Joplin, also known as 1901 South Pearl, for the housing of volunteers in the Youth Center. - South Joplin Christian Church

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MINUTES
PLANNING AND ZONING COMMISSION
REGULAR MEETING
SEPTEMBER 12, 2011
4:00 P.M.

The Planning and Zoning Commission met in regular session on Monday, September 12, 2011. Present were Commission Members Bruce Anderson, Chairman; Kent Eastman, Justin Gilstrap, Don Landrith, Don McClure, and Lee Smith. Commission Member Bob Harrington was absent. Troy Bolander, Jonathan Raiche, and Susan Champlin represented the Planning/Community Development office.

Mr. Anderson stated that the cases on this agenda will be presented to the City Council on Monday, October 3, 2011.

Mr. Anderson explained that Mr. Harrington had a family emergency and was unable to attend this meeting

MR. LANDRITH MOVED, SECONDED BY MR. GILSTRAP, THAT MR. HARRINGTON BE EXCUSED FROM ATTENDING THIS MEETING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON BEING ABSENT (6 IN FAVOR, 1 ABSENT).

After the regular session concluded, the commissioners attended a work session with Lochner, Bucher, Willis & Ratliff to discuss the Comprehensive Plan update.

MINUTES FROM MEETING OF SEPTEMBER 12, 2011

Case 029-11: 1901 South Pearl - A request to rezone from District R-1 (Single Family Residential) to District R-3 (Apartments) for future development of a Youth Center – South Joplin Christian Church (Jim Michel).

Mr. Anderson opened the public hearing for Case 029-11.

Mr. Jim Michel, 115 Kelly Lane, Carl Junction, Missouri, represented South Joplin Christian Church to change their current Quonset hut from a youth center into a group residential facility for the duration for the rebuilding of Joplin. Their denomination has predicted a two to three-year time period in which they would be sending groups to Joplin to assist with the rebuilding.

Mr. Michel explained that the denomination is requesting that this building be used as a place to house the mission groups that will be coming in. Several groups have already come into the city to help with rebuilding. He will make the building a little nicer by adding some showers and a place to cook meals. Some areas will contain bunks, giving the people a place that would be comfortable for them to stay.

Mr. Michel explained that the church owns all the property within the block with the exception of the herb shop at the northeast corner of 20th Street and Pearl Avenue. The parking lot sitting to the southeast of the Quonset hut is the church's parking area, which is where these groups would park.

Mr. Eastman asked how many units are being planned, and Mr. Michel anticipates beds for up to 36 people.

Mr. Eastman asked if they will be in one building, and Mr. Michel replied that is correct. The building will be divided into multiple rooms. It is 80 feet long and 40 feet wide.

Mr. McClure asked about the time duration in which the church would be housing groups in this building, and Mr. Michel replied two to three years.

Mr. McClure asked if there are times when the building would be vacant. Mr. Michel replied that is correct, and that those individuals would consist of youth, as well as skilled labor. This will allow the youth groups to come in and help out as well.

Mr. Anderson asked for comments from the audience.

Ms. Brenda Plagmann, owner of property at 1922 Pearl Avenue, Joplin, appeared in opposition and explained that her property is across the street from the youth center. She has owned her property since 1963, with nothing but residential property on her side of the street since that time. She expressed concern about what could happen with that rezoning after the groups who are helping to rebuild are no longer present.

Mr. Bolander explained that the request is actually for a group residential facility. He stated for that use to be permitted, the property must be zoned multi-family, with a Special Use Permit also being required. If the property is zoned R-3 (multi-family), and either the church sells the

property or moves, someone can build apartments there. He did not believe anyone is proposing to construct apartments, but that could happen if the property is sold.

Mrs. Marilyn Ruestman, 5590 Riverside, Joplin, explained that she owns property at 1831 Joplin Avenue and 309 West 20th Street. She asked the commissioners to table this issue or give it further consideration. She understood that 36 units are being planned for the Quonset hut building, with the applicant wishing to rezone the property to District R-3 for apartments. She expressed concern about moving many people into a very limited area in that residential area.

Mrs. Ruestman did not know if transportation would be provided. She is not opposed to someone coming to help us in Joplin, but she mentioned some halfway houses in the area and has seen some changes in the landscape when that happened. She thought the issue should be tabled, as she thought 36 units in one building was too many. She asked, with the R-3 zoning, if the church could sell the whole church compound and place apartments in there.

Mr. Bolander discussed some concerns with the R-3 zoning allowing apartments and explained that the commissioners can table the request at this time. He mentioned some confusion with the letter that was mailed to the surrounding property owners stated the proposed use as being a youth center. The property is currently being used as the youth center, with the applicant actually requesting a group residential facility. If the commissioners wish to table the request, the City staff will support that decision.

Mr. Bolander explained that the church has a timeline by which they need a decision and suggested scheduling a special meeting of the Planning and Zoning Commission prior to the City Council meeting of October 3.

Mrs. Ruestman asked if this is a youth residential facility, and Mr. Bolander replied that the youth center is the current use. The youth center is considered an ancillary or permitted use for a church.

Mrs. Ruestman asked if it would be possible to leave the facility as it is and use it as a mission to house people without rezoning the property to District R-3. Mr. Bolander replied that the property needs to be zoned R-3 if the church is housing people overnight. Mrs. Ruestman had some concerns with that.

Mr. Landrith realizes that many people have come to Joplin to help with the reconstruction and cleanup, and that this work could not have been done without them. He explained that we will not be doing this work forever. He expressed concern about rezoning the property to District R-3, and when the cleanup and reconstruction work is completed, apartments could be developed in this area. He will probably vote in opposition unless the commissioners decide to table the request.

Mrs. Ruestman appreciated all the mission help but knows that this assistance will end, and she expressed concern about opening up something that we really don't intend to do.

Mr. Anderson asked additional comments from the audience, and none were received. He then closed the public hearing for Case 029-11.

Mr. Anderson explained that two cases are actually being discussed, with Case 029-11 being the rezoning request and Case 030-11 being the request for the Special Use Permit. He asked Mr. Bolander about a technicality with the advertising on Case 030-11.

Mr. Bolander replied that the legal advertisement and the letter mailed to the property owners refer to the proposed use as being a youth center. The proposed use should have been stated as a group residential facility. Even though the request for rezoning to District R-3 is correct, the letter did state the proposed use as being a youth center, not a group residential facility.

Mr. Anderson asked if the letter has an effect on what the commissioners can do with Case 030-11. Mr. Bolander replied that there is no use in issuing the Special Use Permit, because it cannot be issued without having the proper zoning, which would be R-3.

Mr. Landrith asked if the applicants don't need to re-file the requests and pay another fee, and Mr. Bolander replied that is correct. He stated that the church is on a tight timeline and recommended holding a special meeting prior to the advertised City Council meeting.

Mr. McClure asked if there is a possibility of placing a waiver in place for a period of time for use as a group residential facility if the zoning remains as R-1, and Mr. Bolander replied that you cannot re-condition the zoning. He looked at every possible scenario, with rezoning to District C-3 being the only way to permit the proposed use.

MR. LANDRITH MOVED, SECONDED BY MR. SMITH, THAT CASE 029-11 BE TABLED TO FURTHER STUDY THE REQUEST AND TO SCHEDULE A SPECIAL MEETING OF THE PLANNING AND ZONING COMMISSION, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Mr. Anderson asked the commissioners to make themselves available for a special meeting. He thanked those in the audience for their comments.

MINUTES FROM MEETING OF SEPTEMBER 12, 2011

Case 030-11: 1901 South Pearl – A request for a Special Use Permit (First Request) for the operation of a Youth Center – South Joplin Christian Church (Jim Michel).

MR. LANDRITH MOVED, SECONDED BY MR. SMITH, THAT CASE 030-11 BE TABLED.

Mr. Anderson asked Mr. Bolander if a public hearing is still needed, from a procedural standpoint, and he replied that is correct. Mr. Anderson opened the public hearing for Case 030-11.

Mr. Jim Michel appreciated Mr. McClure's question and the comments by Ms. Plagmann and Mrs. Ruestman. Mr. Michel explained that the church would not request to change the zoning from R-1 to R-3 due to the zoning regulations. He is asking for a short-term Special Use Permit or waiver, in that churches have been having groups stay within their facilities for decades. His church decided to go through the chain of command to do things right and have run into a brick wall.

Mr. Michel asked about a way to change the zoning and allow facilities such as churches to obtain that special permit for a limited amount of time so they don't have to look to the future. He understood the adjoining residents' concern with the property being open for apartments. He stated that the facility has always been and will continue to be used for ministry. They have just changed the focus of what their ministry is.

Mr. Anderson explained that the commissioners and the City staff will see what options are available, but that the property will be permanently rezoned if it is rezoned to District R-3.

Mr. Anderson asked for comments from the audience.

Ms. Brenda Plagmann asked if other churches in Joplin who house people who come in to help with the cleanup of the tornado need to have this type of rezoning also, such as Forest Park Baptist Church. Mr. Bolander replied that this depends on the location, in that some churches such as Forest Park are located in a commercial district and do permit residents.

Mr. Bolander explained that South Joplin Christian Church is located in an R-1 single-family residential district, with the R-1 zoning protecting the single-family residential homes in the area. Churches in commercial districts don't have to go through this process, but they still must meet building codes such as the number of residents in a building or fire sprinklers.

Ms. Plagmann asked if not everyone has to be rezoned to house groups of this nature, and Mr. Bolander replied that it depends on what zoning district they are located in. If they are in a single-family residential district, they must rezone the property and obtain a Special Use Permit to operate a group residential facility. A church located in a commercial area would not have to rezone their property.

Mr. Anderson asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 030-11.

MR. LANDRITH MOVED, SECONDED BY MR. SMITH, THAT CASE 030-11 BE TABLED ALONG WITH CASE 029-11 FOR FURTHER CONSIDERATION AT A SPECIAL MEETING OF THE PLANNING AND ZONING COMMISSION, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON BEING ABSENT (6 IN FAVOR, 1 ABSENT).

MINUTES
PLANNING AND ZONING COMMISSION
SPECIAL MEETING
SEPTEMBER 22, 2011
4:00 P.M.

The Planning and Zoning Commission met in special session on Thursday, September 22, 2011. Present were Commission Members Bruce Anderson, Chairman; 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 the cases on this agenda will be presented to the City Council on Monday, October 3, 2011.

Case 029-11: 1901 South Pearl - A request to rezone from District R-1 (Single Family Residential) to District R-3 (Apartments) for future development of a Group Residential Facility – South Joplin Christian Church (Jim Michel).

Mr. Anderson opened the public hearing for Case 029-11.

Mr. Jim Michel, 115 Kelly Lane, Carl Junction, Missouri, represented South Joplin Christian Church to request the rezoning of their lots from District R-1 to District R-3. They plan to change their ministry for the Quonset hut facility from a youth center into a mission station to host mission groups and youth groups that will be coming into Joplin over the next two to three years helping with the rebuilding.

Mr. Michel explained that the church has had groups within their denomination present in Joplin since the week following the tornado. They have been asked to convert the building into this type of facility. They will enlarge the restroom facilities by adding showers and will also add a small kitchen area, as well as providing a place for these groups to sleep. They would be housing up to 36 individuals at a time.

Mr. Michel explained that the church will not have people present in this facility all the time. Mission groups can reserve the building for the time that they will be present in Joplin. He stated that the response has been tremendous, with a large group of teenagers from Nebraska coming to Joplin to sweep streets. He mentioned a great response and a great need for this facility.

Mr. Michel explained that the mission groups are currently staying at neighboring churches, but he would like to provide housing closer to where the actual destruction was. He stated that the church is requesting the rezoning since their current R-1 zoning will not allow the housing of these individuals. The R-3 zoning is the only category in the current Joplin zoning regulations that will allow them to request a Special Use Permit to house them as a group residential facility.

Mr. Anderson asked for comments from the audience.

Mr. Steve Plagmann, 1922 Pearl Avenue, Joplin, appeared in opposition and explained that he has resided at his property since 1963. He is not opposed to the mission work, but he expressed

concern about the property being zoned for apartment use. He explained that after the mission work is completed, if the property is sold, someone could erect apartments on this property.

Mr. Plagmann did not believe the area is conducive to nice apartment dwellings and discussed the nasty neighborhood along Pearl Avenue near 14th and 15th Streets where apartments do exist. He is in favor of the mission work but doesn't want the chance of apartments being erected if the property is sold at some future point.

Ms. Brenda Plagmann, 3001 Moffet Avenue, Joplin, appeared in opposition and stated that she owns the property at 1922 Pearl Avenue. She is also not opposed to mission work, but she has spoken with many of the neighbors and presented a petition expressing opposition to the rezoning of the property in this request. She has received signatures from eight businesses and 15 residents who live in the area.

Mr. Anderson explained that the City staff has a standard protest petition form that is to be signed and notarized. He asked Ms. Plagmann to present her petition to Mr. Bolander to see if it meets the City's requirements.

Mr. Bolander discussed the City's process and mechanism for protest. He did not doubt those who signed the petition have some issues with the request, but that the signatures must be notarized. For the City staff to be able to count the protest petitions, those in opposition must sign a petition form that the staff has produced and have each signature notarized.

Ms. Plagmann asked about the reason for the notarized signatures, and Mr. Bolander replied that whoever is signing that protest petition is indeed the person who owns that property.

Mr. Anderson explained that the City staff can provide Ms. Plagmann copies of those forms that she can have each individual sign and have their signature notarized. She can submit those to the staff prior to the City Council meeting. This is the procedure the staff has in place to document that the people actually signed the forms.

Mrs. Marilyn Ruestman, 5590 Riverside Drive, Joplin, appeared in opposition to the request. She asked if the requested zoning is C-3 or R-3, and Mr. Bolander replied R-3.

Mrs. Ruestman asked if it is determined that the church itself is asking for the rezoning, and Mr. Bolander replied that is correct.

Mr. Anderson explained that the request is to rezone from District R-1 (single-family) to District R-3 (apartments) for a group residential facility by the South Joplin Christian Church.

Mrs. Ruestman expressed concerns about a group residential facility. She mentioned halfway facilities in that area that have created concerns about people walking in the evenings or ladies working in the area. She owns two businesses within a block on each side of the church property. She stated that this request is very explicit for what the property will be used for, and it wouldn't be available for other uses.

Mr. Bolander explained that group homes are different from group residential facilities. He stated that from a Supreme Court decision, the City cannot regulate group homes if they house eight or

less individuals that are mentally disabled, physically disabled, or being treated for alcohol or drug abuse. He explained that this is not a group home but a group residential facility for volunteers.

Mrs. Ruestman asked if this operation would also need to have a Special Use Permit, with that permit being issued for two years and being very explicit what that use is for. Mr. Anderson replied that is correct.

Mr. Anderson asked for further comments from the audience, and none were received. He then closed the public hearing for Case 029-11.

Mr. Harrington asked Mr. Bolander if the request was amended to rezone the property to District R-3-PD, if that would provide some protection from an apartment being constructed there at a later date. He replied not really, because the property use cannot be controlled. The planned district deals mostly with design, access, and buffering, but the property use cannot be restricted by a planned overlay district.

Mr. Harrington asked if R-3 zoning is the only option available to allow the church to house their volunteers, and Mr. Bolander replied that is correct. He and Mr. Michel tried to find some way to allow them to operate the facility and also appease the neighbors. The only way to make this work is to rezone the property to District R-3 and require a Special Use Permit.

Mr. Harrington asked if once the property is zoned R-3, and the Special Use Permit expires, or the church does not renew it after a couple of years, and they would sell the property, it becomes available to anyone who wants to put anything that will fit in an R-3 category on the property. Mr. Bolander replied that is a possibility, unless the church rezones the property to District R-1.

Mr. Harrington asked about a stipulation that the zoning reverts back to District R-1 if the church sells the property, and Mr. Bolander replied that this cannot be conditioned into the rezoning.

Mr. Landrith explained that at the last commission meeting, he made a motion to deny this request based on the testimony and based on things that have happened in the past, and he has heard nothing new that would change his position on this issue.

MR. LANDRITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 029-11 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR DENIAL, 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. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON AND MR. McCLURE VOTING "NAY" (5 IN FAVOR, 2 OPPOSED, AND 0 ABSENT).

Case 030-11: 1901 South Pearl – A request for a Special Use Permit (First Request) for the operation of a Group Residential Facility – South Joplin Christian Church (Jim Michel).

Mr. Anderson opened the public hearing for Case 030-11 and asked Mr. Michel if he had any additional comments.

Mr. Michel did not believe the Special Use Permit applies if the property is zoned R-1. Mr. Bolander stated that is correct.

Mr. Anderson asked for comments from the audience, and none were received. He then closed the public hearing for Case 030-11.

MR. LANDRITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 030-11 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR DENIAL, 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 (7 IN FAVOR, 0 ABSENT).

There being no further business to come before the Planning and Zoning Commission, the meeting stood adjourned at 4:22 p.m.

Approved_____
Bruce Anderson, Chairman

Approved_____
Susan Champlin, Secretary

P & Z Case 031-11
South Joplin Christian Church (Jim Michel)
(P & Z Recommended Denial)

RESOLUTION NO. 2011-008

A RESOLUTION granting a Special Use Permit (First Request) to South Joplin Christian Church for the operation of a group residential facility located at 1901 South Pearl Avenue in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on September 12, 2011, recommended that a Special Use Permit be granted to South Joplin Christian Church for the operation of a group residential facility located at 1901 South Pearl Avenue in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on October 3, 2011, 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 South Joplin Christian Church for the operation of a group residential facility located in the City of Joplin, Missouri, on the following described real estate, to-wit:

Lots 157 thru 159 in Mitchell's First Addition to the City of Joplin.

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

1. This Special Use Permit is issued to South Joplin Christian Church for the inclusion of a Group Residential facility.
2. The permit shall be for one (1) year renewable in February, 2013.
3. Any other conditions set by the City Council of the City of Joplin.

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

The Municipal Planner is hereby authorized and directed to issue said permit to South Joplin Christian Church 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: February 21, 2012
ITEM: Resolution No. 2012-008 approving the Bylaws for the operation of the First Response Fund of the City of Joplin.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Resolution No. 2012-008; Exhibit "A" – Bylaws.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 2-13-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 2-13-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 2-14-12

INTRODUCTION:

This Resolution approves Bylaws for the operation of the First Response Fund of the City of Joplin.

DISCUSSION:

These Bylaws establish the membership, and terms of operation of the First Response Tornado Fund. Immediately following the tornado on May 22, 2011, numerous citizens contacted City Staff wishing to give donations directly for needs as determined by the City. Just days after the event, the City established the First Response Tornado Fund. Since that time, approximately $843,988.00 has been raised. These Bylaws establish the Board of Trustees of the Fund and begin the process to allow disbursement of the funds based upon the identified needs.

RECOMMENDATION:

Staff recommends approval of this Resolution.

BWH:ab
attachment

RESOLUTION NO. 2012-008

A RESOLUTION approving Bylaws for the operation of the First Response Tornado Fund of the City of Joplin.

WHEREAS, on May 22, 2011, the City was devastated by an EF-5 tornado; and,

WHEREAS, after the tornado, numerous citizens contacted City Staff wishing to give donations directly for needs as determined by the City; and,

WHEREAS, just days after the tornado, the City established the First Response Tornado Fund to receive the donations and to disburse funds based upon needs; and,

WHEREAS, since that time, donations approximating $843,988.00 have been received.

WHEREAS, it is the desire of the Council of the City of Joplin, Missouri, to approve the Bylaws for the First Response Tornado Fund, so the process to allow disbursement of the funds based upon the identified needs, can begin.

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

Section 1. That the City of Joplin does hereby approve and adopt the Bylaws for the First Response Tornado Fund, a true and accurate copy of said Bylaws being attached hereto and incorporated herein by reference as Exhibit "A".

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

_____
Michael R. Woolston, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

FIRST RESPONSE TORNADO FUND

BYLAWS

ARTICLE I - NAME

This organization shall be known as the First Response Tornado Fund (the Fund). The registered agent and registered office will be determined by a Resolution of the Board of Trustees.

ARTICLE II - STATEMENT OF PURPOSE

The mission of the Fund is to provide funding for rebuilding of Joplin and other similar activities from the donations made to the Fund held by the Community Foundation of Southwest Missouri.

In coordination with the community and in furtherance of the priorities outlined in the CART plan developed by a grass roots citizen committee, the Fund will provide assistance to organizations to rebuild and restore the City of Joplin following the May 22, 2011 tornado.

ARTICLE III - MEMBERSHIP

The Fund does not have members.

ARTICLE IV - THE BOARD OF TRUSTEES

Section 1. General Powers.

All powers shall be exercised by or under the authority of, and the business and affairs of the Fund shall be managed under, the direction of the Board of Trustees.

Section 2. Number, Tenure, and Qualification.

The number of Trustees of the Fund shall be five (5). The Trustees shall be appointed by the Council of the City of Joplin. Each Trustee shall hold office until the expiration of his or her term as specified in Section 3. below, or until their earlier resignation, removal from office, or death. Three (3) members of the Board of Trustees shall be residents of the City at-large and two (2) members shall be residents of the City who were directly impacted by the May 22, 2011 storm. The Trustees shall elect from its membership, a Chairman, Vice-Chairman, and Secretary/Treasurer.

Section 3. Term.

A Trustee shall serve a term of three (3) years, provided that the Board shall select, from its number by drawing of lots at its first meeting, an initial term of two (2) years for two (2) Directors, and an initial term of one (1) year for two (2) of its Trustees.

Section 4. Ex-Officio Members.

The Board of Trustees may appoint such ex-officio members as it shall deem necessary for the proper exercise of its duties described herein. One (1) member of the Council of the City of Joplin shall serve as an ex-officio Trustee. The Council member shall be appointed by the Mayor of the City of Joplin upon the advice and consent of the Council. The City Manager and the Finance Director of the City of Joplin shall be ex-officio Trustees. Ex-officio members are entitled to notice of, and attendance at, all meetings and shall have the right to speak at such meetings, but shall not have the right to vote.

Section 5. Initial Board.

The initial board shall be:

_____ _____

_____ _____

_____

Section 6. Compensation. Directors as such shall not receive any compensation of any kind for their services.

Section 7. Meetings.

Meetings of the Board of Trustees may be scheduled at such times and at such places as the Trustees deem appropriate and shall be conducted at least annually. The Chair may call a special meeting of the Trustees for any purpose upon notice being given at least two (2) days in advance of the meeting. A majority of the Board of Trustees shall constitute a quorum at any meeting of the Fund. The Agenda for the annual meeting shall be as follows:

(1) Call to order by the Chairman;

(2) Approval of minutes of the preceding meeting;
(3) Committee reports;
(4) Reports of officers;
(5) Any business;
(6) Recognition of Directors who shall immediately assume office;
(7) Election or appointment by current Directors of officers of the Corporation.

(a) Special Meetings.

Special meetings of the Board of Trustees may be called by the Chair of the Board, by the Vice-Chair, or by any two (2) Trustees. The person or persons who call a special meeting of the Board of Trustees may fix the place for holding such special meeting.

(b) Notice.

Notice of any special meeting shall be given in accordance with Chapter 610 RSMo. at least two (2) days before the meeting by written notice delivered personally, or by email, or fax to each Trustee at his business address, unless in case of emergency, the Chair or the Vice-Chair of the Board of Trustees shall prescribe a shorter notice to be given personally, or, by communicating to each Trustee at his email address, residence or business address in like manner. Any Trustee may waive notice of any meeting, before or after the meeting, as provided in these Bylaws.

(c) Manner of Acting.

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. Such actions shall take the form of resolutions and shall be included in the corporate records of the Fund.

(d) Presumption of Assent.

A Trustee of the Fund who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 8. Resignations.

Any Trustee of the Fund may resign at any time by giving written notice to the Board of Trustees, to the Chairman of the Board, to the Vice-Chair, or to the Secretary of the Fund. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Trustees.

Section 9. Vacancies.

Any vacancy occurring in the Board of Trustees for any reason including but not limited to resignation, incapacitation, or removal shall be filled, by the Council of the City of Joplin. A Trustee appointed to fill a vacancy shall serve as Trustee for the unexpired portion of the term for that position.

Section 10. Replacement of Board Members.

Should a vacancy occur, the remaining Trustees may appoint an interim representative until such time as the Council of the City of Joplin shall appoint a permanent replacement.

Section 11. Removal.

Any Trustee may be removed by a majority vote of the full membership of the Board.

Section 12. Delegation and Expenses.

(a) Any action required or permitted to be taken by the Board of Trustees under these Bylaws or any provision of law may be delegated by the Board to the Chair or to any committee of the Board.
(b) Committees may include as committee members persons from the community and other professionals who are not Board members, provided the membership of the committee is approved by the Board.
(c) Trustees may not be compensated for their roles as Trustees. No Trustee shall be employed or otherwise receive compensation from the Fund for their duties as Trustees.

Section 13. Attendance.

Directors are required to attend at least one-half (½) of the Board meetings held each year. A Director who fails to meet the above attendance requirement or who misses three (3) consecutive regularly scheduled meetings may be removed from office. Exceptions for illness and personal emergencies may be considered.

Section 14. Voting Means.

Voting on all matters, including the election of Trustees and officers, shall be conducted in person. Proxy voting shall not be allowed.

Section 15. Reserved Powers.

The Board of Trustees shall be empowered to make any and all regulations, rules, policies, user agreements, terms of use, and other such decisions as may be necessary for the continued functioning of the Fund not inconsistent with these bylaws.

ARTICLE V - OFFICERS AND DUTIES

Section 1. Number.

The Board of Trustees shall elect from among its members a Chair and a Vice-Chair. The Board of Trustees shall also elect a Secretary/Treasurer, who may be, but need not be, a Trustee.

(a) CHAIR.

The Chair shall, when present, preside at all meetings of the Board of Trustees. The Chair shall have general supervision of the affairs of the corporation and shall make reports to the Board of Trustees at meetings and other times as necessary to keep Trustees informed of corporation activities. The Chair may sign, with the Secretary or any other proper officer of the Fund thereunto authorized by the Board of Trustees, any deeds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these bylaws to some other officer or agent of the Fund, or shall be required by law to be otherwise signed or executed. The Chair shall, in general, perform all duties as from time-to-time may be assigned to them by the Board of Trustees.

(b) VICE-CHAIR.

The Vice-Chair shall perform the duties and have the powers of the Chair when the Chair is absent or unable to perform their duties. Other duties of the Vice-Chair may be designated by the Board of Trustees or the Chair.

(c) SECRETARY/TREASURER.

The Secretary/Treasurer shall keep accurate records of all Fund meetings; ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; maintain corporate records; shall request and accept reports from the Community Foundation of Southwest Missouri (CFSM) who shall be the custodian of funds held in the name of the First Response Tornado Fund; and shall promptly notify the CFSM of decisions of the Board of Trustees.

Section 2. Term.

These officers shall be elected for one (1) year terms of office by majority vote of the entire Board and may be re-elected at the expiration of their term.

Section 3. Removal.

Any Officer may be removed from such office by a majority of the entire Board of Trustees whenever, in its judgment, the best interests of the Fund would be served thereby.

Section 4. Vacancies.

A vacancy, however occurring, in any office, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. Resignations.

Any officer of the Fund may resign his or her office at any time by giving written notice to the Board of Trustees, to the Board Chair, to the Vice-Chair, or to the Secretary/Treasurer of the Fund. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Trustees.

ARTICLE VI - ASSETS

Section 1. Dedication of Assets.

The property of this Fund is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Fund shall ever inure to the benefit of any Trustee, officer or members thereof or to the benefit of any private individual.

Section 2. Distribution of Assets.

Upon the dissolution or winding-up of this Fund, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Fund shall be distributed to a nonprofit fund, or Fund which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954, or corresponding provisions of subsequent federal tax laws.

ARTICLE VII - CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts.

The Board of Trustees may authorize any officer or officers, agent or agents to enter into a binding grant commitment on behalf of the Fund, unless otherwise restricted by law. Such authority may be general or confined to specific instances.

Section 2. Loans.

No loans shall be contracted on behalf of the Fund.

Section 3. Checks, Drafts, Etc.

The First Response Tornado fund shall not maintain any accounts nor shall it enter into any form of indebtedness.

Section 4. Deposits.

All funds held by the CFSM shall be deposited as provided by the by-laws and policies of the CFSM.

ARTICLE VIII - INDEMNIFICATION

The members of the Board of Trustees shall be indemnified by the City of Joplin to the same extent as any other board of the City.

ARTICLE IX - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Trustee of the Fund under the provisions of these Bylaws or under the provisions of its Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic means sufficient to authenticate the sender, date and time, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X - MISCELLANEOUS

Section 1. Amendment.

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the entire Board of Trustees at any regular meeting or special meeting, provided that at least ten (10) days' written notice is given of the intention to alter, amend or repeal or to adopt new Bylaws at such meeting. No such amendment; however, shall be effective without first being ratified by resolution of the Council of the City of Joplin.

Section 2. Audit, and Review.

Any audit performed of the Fund held by the Community Foundation of Southwest Missouri shall be provided to the Board of Trustees. The Board shall request reports quarterly of the CFSM of any activity in the Fund. All such reports including any audit shall be provided to the City of Joplin.

Section 3. Delivery of Notices.

Whenever any notice is required by the Bylaws, it shall be deemed to be sufficient if mailed via First Class Mail to the last known address of the intended recipient or to the last known email address of the member. Such notice may be waived in writing by the intended recipient.

ARTICLE XI – CONFLICTS OF INTEREST

Each Director prior to taking his position on the Board of Directors, and all present Directors as soon as practical after the adoption of this policy, shall submit in writing to the President of the Corporation a list of all business or other organizations of which the Director is an officer, member, owner, or employee, or for which he acts as an agent, with which the corporation transacts business, or might reasonably in the future transact business or enter into a relationship in which the Director may have a conflicting interest. Each written statement shall be submitted with any necessary changes as they occur. Within ten (10) days prior to the annual meeting of the Board of Directors, the Secretary/Treasurer shall mail to each Director, his or her current statement for review. Prior to the annual meeting of the Board of Directors, each Director shall return the statement either verifying its accuracy or making necessary changes. The Chairman of the Board of Directors shall become familiar with the statements of all Directors in order to guide his conduct should a conflict arise. The Vice-Chairman of the Board of Directors shall be familiar with the statement filed by the Chairman of the Board of Directors.

No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) the contract or transaction is fair as to the Corporation as of the time it is authorized or approved by the Board, or a committee thereof, or the Sole Member.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee which authorizes the contract or transaction.

ARTICLE XII – BOOKS & RECORDS

The Corporation shall keep correct and complete books and records of account, shall keep Minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board.

ARTICLE XIII – GRANT PROCESS

The Board of Trustees shall make Grants available to charitable organizations or governmental entities whose proposed use of the funds include relief to victims, rebuilding and restoring Parks, Buildings, and infrastructure or providing housing, all made necessary by the May 22, 2011 tornado. The Trustees shall at least annually conduct an open process requesting submission of Grant requests. At least one (1) Notice shall be printed in the newspaper of record in Jasper and Newton Counties in Missouri. Priority shall be given to proposals who wish to utilize such Grants as leverage to seek additional funds from other sources. The process, criteria for selection, and award amount shall be established by the Trustees by Resolution prior to any Grant award. The Board may hear Grant requests at other times and may make such requests provided that notice of such request is publicly provided at least two (2) days prior to formal consideration and/or granting of such a request.

Adopted by the members of the Council of the City of Joplin, Missouri by Resolution 2012-___, on the _____ day of _____, 2012.

_____
Michael Woolston, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

(SEAL)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2012
Council Bill No. 2012-116

Item: Agreement with Empire District Industries Inc. for the Zora & Main Interchange Project – J7S0788

Originating Department: Public Works – Engineering
Attachments: 1) Agreement
2) Council Bill No. 2012-116

Engineering Department: Jack Schaller	Date:
Department Head: David Hertzberg	Date: 2/14/12
City Attorney: Brian Head	Date: 2/14/12
Finance Department: Leslie Jones	Date: 2-14-12
City Manager: Mark Rohr	Date: 2-14-12

Recommended Action: Approval of an agreement with Empire District Industries Inc. 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 agreement between the City of Joplin and Empire District Industries Inc.. Empire District Industries Inc. is Empire's Fiber Optic Division. In order to make improvements to the Zora and Main interchange it will be necessary to adjust certain facilities now located partly on private easements of the Empire District Industries Inc. in order to maintain the present services to customers. The total cost of work required for the highway construction is $136,102. The City's obligation toward the cost of the work under this agreement shall be 28% of the actual cost, which obligation is now estimated to be $38,109.

Recommendation: It is recommended the proposed agreement with the Empire District Industries Inc. 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 **Empire District Industries, Inc.** (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 grants to the City and MHTC such right, title and interest which the Company may have in and to the right of way of said state highway.

(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 **$136,102**.

The City's obligation toward the cost of the work under this Agreement shall be Twenty Eght (28) percent of the actual cost, which obligation is now estimated to be **$38,109**.

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 sixty (60) 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 ___ day of _____, 20___.

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

CITY OF JOPLIN

By _____

Title David K. Hertzberg,
Director of Public Works

COMPANY

By _____

Michael E. Palmer
Vice President

Approved as to Form this _____ day
Of _____, 20____

_____
Brian W. Head, City Attorney

COUNCIL BILL NO. 2012-116 ORDINANCE NO.

AN ORDINANCE authorizing the City to enter into an Agreement Empire District Industries Inc. for the Zora and Main Interchange Project – J7S0788 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 Empire District Industries Inc. for the Zora and Main Interchange Project – J7S0788.

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: February 21, 2012

Council Bill No. 2012-605

Item: Agreement for Comprehensive Aquatic Management Program

Originating Department: Joplin Parks and Recreation

Attachments: 1) Agreement
2) Council Bill No. 2012-605

Parks and Recreation Director: Chris Cotten	Date: 2/6/12
Risk Management Director: Reba Snavely	Date: 2-14-12
Finance Department Director: Leslie Jones	Date: 2-14-12
City Attorney: Brian Head	Date: 2/14/12
City Manager: Mark Rohr	Date: 2-14-12

Recommended Action: Authorization to enter into an agreement with Jeff Ellis and Associates, Inc. for providing Comprehensive Risk Management Services for the Joplin Parks and Recreation Department not to exceed amount of $10,000.

Fee Breakdown

$605 (retainer fee)
$2400 (3 audits)
$400 (Instructor Training)
$5,500 (lifeguard licenses) $85/new lifeguard and $70/returning lifeguard (70 lifeguards)
$900 (lifeguard books)

Background: The Parks and Recreation Department is in need of a service to provide materials and programs to train lifeguards to protect swimmers at the 3 City Swimming Facilities. Jeff Ellis & Associates is in the business to provide the services. Jeff Ellis and Associates has been providing these services to the City for the last 12 years and we wish to continue with Jeff Ellis & Associates, Inc.

Discussion: The scope of services is for the providing of materials for the International Lifeguard Training Program, The International Lifeguard Training Program Instructor, Consultant Aquatic Safety Operational Audits and Accident Investigation and Litigation Support.

Recommendation: Staff recommends the approval of this agreement

JEFF ELLIS & ASSOCIATES
INTERNATIONAL AQUATIC SAFETY & RISK MANAGEMENT CONSULTANTS

February 1, 2012

Paul Bloomberg
Recreation Manager
City of Joplin Parks & Recreation

RE: Sole Source

Dear Mr. Bloomberg:

Jeff Ellis & Associates, Inc. (E&A) is an international aquatic safety and risk management consulting firm with both domestic and international clients. Founded in 1983, E&A is universally recognized as the leading aquatic safety and risk management consulting firm in the United States. E&A offers a unique "one of a kind" comprehensive program which includes multiple services. Other "lifeguard training agencies" offer lifeguard and instructor training, however, they do not provide the comprehensive scope of services outlined herein and only E&A clients and ILTP Training Centers are authorized to conduct ILTP™ (International Lifeguard Training Program™) courses. Provided below and continued on the following pages is a list of the services and products available only through Jeff Ellis & Associates, Inc.:

1. **The International Lifeguard Training Program™ (ILTP™).** This comprehensive lifeguard training program is recognized in all states where lifeguards are required. The curriculum includes water rescue techniques for conscious/unconscious and suspected neck and back guests, healthcare provider level basic life support skills (including use of supplemental oxygen, bag valve mask, manual suction and AED – all utilizing the latest CPR and ECC Guidelines – Revised November 2010) and standard first aid. The ILTP™ course provides a single text for all training content and the textbooks are available only to those authorized to conduct courses.

2. **ILTP™ Online Training Program.** Clients have the option to use a traditional textbook or to utilize an online didactic training prior to hands on instructor-to-lifeguard practical training. The online ILTP™ program is administered exclusively by Jeff Ellis & Associates, Inc.

(Continued....)

3. **Lifeguard Licensing.** The E&A program issues licenses to all ILTP™ instructors and lifeguards after successful completion of the training program. Licensing of lifeguards directly relates to the E&A auditing program which holds the lifeguard accountable to terms of performance and skill maintenance. E&A is the only provider to issue and administer a licensed and accountability based lifeguard program – requiring lifeguards to be "test ready" at all times. All other "lifeguard-training agencies" issue "certifications" which simply indicate course completion occurred on a particular date. Such certifications provide the facility with no assurance that the lifeguard will be ready to perform in the event of an emergency.

4. **Comprehensive Aquatic Risk Management Program (CARMP).** E&A clients participate in the only comprehensive aquatic risk management program offered in the industry. Each client receives a handbook which outlines standards, policies, procedures, and best practices for the facility to implement into their operational processes. Each client also has 24 hour access to the secure Client Service webpage in the clients only section of the E&A website (www.jellis.com). A client manager is assigned to each client and provides ongoing consultation on all items related to aquatic risk management. E&A also represents and advocates for its clients in many industry forums (such as the Centers for Disease Control's Model Aquatic Health Code).

5. **Aquatic Facility Operational Audits.** The E&A Comprehensive Aquatic Risk Management Program embodies accountability of the lifeguards and the facility and as such the auditing process is unique to E&A. E&A is the only program to require operational auditing which is designed to identify potential risk exposures before they become catastrophic.

6. **Accident Investigation & Litigation Support**. As a client of Ellis & Associates, Inc. an organization is afforded aquatic accident investigation and litigation support services if the need arises. Litigation support includes, but is not limited to, any assistance with local counsel in establishing defensive strategies and proactive measures to ensure safety at client facilities. Investigation services are also used to determine fact patterns and anticipate and prevent future problems. Jeff Ellis & Associates Inc. is the only provider to offer these services to its clients as part of the comprehensive program.

7. **Proactive Standard Program.** E&A is the only provider to implement as part of its Comprehensive Aquatic Risk Management Program proactive standards, such as the Vigilance Awareness Training® Program (VAT®), which have increased lifeguard vigilance and awareness by up 80% since the program's inception in 2001. The VAT® Program is copyrighted and available to E&A clients as part of the CARMP package.

(Continued....)

The listing below is a summary of the service items presently available exclusively through Jeff Ellis & Associates, Inc.:

- ILTP™ Lifeguard Instructor Training
- ILTP™ Lifeguard Licenses for Shallow Water, Pool and Special Facilities
- E&A Comprehensive Aquatic Risk Management Program (CARMP)
- E&A Aquatic Facility Operational Audits
- E&A Facility Inspections
- Litigation and Incident Investigation support
- Vigilance Awareness Training® Program
- Basic Leadership Training
- Jeff Ellis Swimming
- Water Safety Plus
- ILTP™ Jr. Lifeguard Program

In conclusion, Jeff Ellis & Associates, Inc. is the only national aquatic safety consulting firm that provides a comprehensive program for its clients; all others simply provide non-site specific training with no accountability for future lifeguard performance. As such, our program and the ILTP™ are sole source to Jeff Ellis & Associates, Inc.; ILTP™ and the E&A Comprehensive Aquatic Risk Management Program are available exclusively by client participation.

Please feel free to contact me if you require more information regarding our exclusive programs, services and products. We are eager to continue our long-standing relationship with the City of Joplin!

Sincerely,

Luke Martinez,
Client Manager
Jeff Ellis & Associates, Inc.

Client Status Notification

Jeff Ellis & Associates, Inc.
Business Office: 508 Goldenmoss Loop, Ocoee, FL 34761
Phone: 1-800-742-8720 Facsimile: 407-654-1723 Email: business@jellis.com

Date: January 25, 2012

Client Name: Joplin Parks and Recreation

Client Address: 3301 West 1st Street, Joplin, MO, 64801

From: Richard A. Carroll Sr. VP/COO

Subject: 2012 Comprehensive Program Options

I am pleased to invite your company/agency/organization to participate in the Ellis & Associates, Inc. Comprehensive Aquatic Risk Management Program. This document is included by reference to the Client Agreement by and between Client and Jeff Ellis Associates, Inc.

This form outlines Client Options for Comprehensive Program participation. If you choose the Traditional Option your pricing structure will not change. If you would like to accept the Flat Fee Service Plan options please check the box next to that option.

☑ Option 1: Traditional Price Structure (please check to select)	
Client Retainer Fee: $605.00	**Consulting Fee: $175.00 per hour**
# of Audits per Year: 3	**Audit Fee: $800.00**
Lifeguard License Fees 2012 (unless otherwise stated otherwise by signed contract or service proposal) Shallow Water- $80.00 Pool- $85.00 Special Facilities-$85.00 Renewal- $70.00	
TERMS: All invoices will carry a Net 30 term from time of order or invoice for all orders including Licenses, Audit fee and Retainer fee. Finance Charges pursuant to consulting agreement apply. Failed Audit Follow-Up: $1,500.00 each	

Option 2: Flat Fee Service Plan (please check to select)	
# of Monthly Payments: 8	**Monthly Payment: $887.50**
Total Payment Amount: $7,100.00	**Lump Sum payment less 2% NET 10 days**
Flat Fee Service Plan includes: Annual Retainer Fee, Audit fees, Unlimited use of Lifeguard Licenses (calendar year), $50 ILTP Kit price. E&A owns the license inventory. Flat Fee Service Plan does not include Failed Audit Follow up, Lifeguard Instructor Tuition, Lifeguard textbooks/online codes or IASS tuition. Shipping and handling charges apply to all shipped orders.	
TERMS: Finance charges pursuant to Consulting Agreement. Additional Standard Administrative Fee for late payments of $100 per invoice/per month. Failed Audit Follow-Up: $1,500.00 each	

Term of Agreement: January 1, 2012 through December 31, 2012

If you agree with the terms, please print your name, sign your name and enter your title below and return along with the executed E&A Standard Agreement. Your signature acknowledges acceptance of the additional payment terms noted above and those specified in the Consulting agreement.

Print Name:	
Sign Name:	
Title:	

CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY AND RISK MANAGEMENT SERVICES

THIS CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY AND RISK MANAGEMENT SERVICES ("Agreement") made and entered into as of the day and year last written herein below, by and between the client named in the Client Status Notification, located at the address stated on the Client Status Notification ("Client"), and JEFF ELLIS & ASSOCIATES, INC., a Texas corporation, with corporate offices located at 3506 Spruce Park Circle Kingwood, Harris County, Texas 77345-3033 ("Consultant").

RECITALS:

A. Client owns and operates facilities that provide, amongst other things, aquatic activities.

B. Consultant is in the business of providing a Lifeguard Training Program, Comprehensive Aquatic Safety Program and Services related to aquatic activities.

C. Client desires Consultant to provide the aforementioned services to Client.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. **RECITALS:** The foregoing recitals and Client Status Notification are reaffirmed and made an integral part of this Agreement.

2. **CONSULTANT SERVICES:** The following services shall be performed by Consultant:

(A) INTERNATIONAL LIFEGUARD TRAINING PROGRAM™. Consultant shall provide authorization to Client for purposes of training lifeguards in the International Lifeguard Training Program™ on an "as needed" basis which shall include the following:

(i) Aquatic rescue technology;
(ii) Victim identification training;
(iii) Spinal injury management and extrication training for aquatic environments;
(iv) Prevention/Scanning technology training;
(v) Professional Lifeguard Development training;
(vi) Consultant/Nationally Recognized Professional Rescuer CPR Training;
(vii) Consultant/Nationally Recognized Lifeguard First Aid Training; and
(viii) ILTP™ lifeguard licensing to be provided upon successful completion of training course for lifeguards employed at Client's facility.

(B) INTERNATIONAL LIFEGUARD TRAINING PROGRAM™ INSTRUCTOR. Consultant shall provide Instructor level training programs for the International Lifeguard Instructor Training Program on an "as needed" basis for Client's employees which shall include the following:

(i) Teaching methodology which includes communication and presentation techniques;
(ii) Rescue skills enhancement training to develop "Instructor level" quality for ILTP™ course demonstrations;
(iii) ILTP™ course philosophy;
(iv) Course management and administrative procedures; and
(v) Testing and evaluation procedures.

(C) CONSULTANT AQUATIC SAFETY OPERATIONAL AUDITS. Consultant shall perform its aquatic safety operational audits regarding each of the aquatic facilities operated by Client. Each year Consultant shall perform the number of audits stated in the Client Status Notification for the fees specified in the Client Status Notification. These audits shall include videotape and written documentation in support of evaluations rendered to Client regarding aquatic risk management issues and same shall be delivered to Client upon completion of the grading process.

(D) ACCIDENT INVESTIGATION AND LITIGATION SUPPORT. In the event of the occurrence of a fatal or catastrophic accident or any other legal proceeding regarding aquatic safety issues arising involving Client, Consultant shall make its records and documentation of the safety and training standards available to Client. Consultant shall be named lead investigator of any aquatic event by Client and shall conduct said investigations. Consultant shall provide litigation support, if required, to Client at no additional fee so long as Consultant determines, in its sole judgment, that Client followed all of the Consultant and/or International Lifeguard Training Program™ aquatic safety protocols failing which, Client shall pay an Additional Consulting Fee as provided in the Client Status Notification for such accident investigation and/or litigation support services. Notwithstanding anything to the contrary contained in this paragraph, Client shall always be responsible for Consultant's out-of-pocket costs and expenses relating to any accident investigation and/or litigation support including, but not limited to, travel, couriers, document reproduction, long distance telephone, etc.

(E) CONSULTANT'S INSURANCE. Consultant shall carry professional liability insurance coverage in the amount of at least two million dollars ($2,000,000.00) and Workers Compensation coverage in the amount of one million dollars ($1,000,000).

3. **CLIENT'S RESPONSIBILITIES:** Client's duties and responsibilities under this Agreement are as follows:

(A) Adhere to and comply with the International Lifeguard Training Program™ standard of care for lifeguarding, CPR, safety and emergency procedures;

(B) Adhere to and comply with the aquatic risk management guidelines provided in the Comprehensive Aquatic Risk Management Handbook to Client;

(C) Respond in writing and implement auditor recommendations in accordance with the aquatic risk management protocols provided by Consultant;

(D) Make available all emergency action plans and staff certification and training records to Consultant's auditors within ten (10) days of Client's receipt of a written request for same from Consultant;

(E) Adhere to and comply with all aspects of the Comprehensive Aquatic Risk Management Program Handbook provided by Consultant. Client hereby agrees that failure to comply with the aquatic risk management requirements of Consultant as stated in the Comprehensive Aquatic Risk Management Program Handbook shall, in the sole judgment of Consultant result in an Event of Default under this Agreement. Client must submit, in writing, any variance request to Consultant to be exempt from any requirements set forth in the Comprehensive Aquatic Risk Management Program Handbook;

(F) Consultant's Fees. Client shall pay Consultant the fees set forth in the Client Status Notification in addition to the out-of-pocket costs and expenses stated in this Agreement. Client shall pay the Annual Retainer Fee, Audit Fees, Facility Inspection Fee, all remaining billed hourly fees, lifeguard/lifeguard instructor fees, other fees and/or costs and expenses on a NET 30 basis from date of invoice in accordance with the business practices of Consultant. All amounts owed and unpaid shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) until paid in full.

4. **TERM:** The Term of this Agreement shall be as stated in the Client Status Notification.

WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES CREATED HEREBY AND/OR A CLAIM FOR INJURY OR DAMAGE. CLIENT ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY THE INCLUSION OF THE PROVISIONS OF THIS PARAGRAPH IN THIS AGREEMENT.

(F) NOTICES. All notices, requests, demands, or other communications hereunder shall be in writing and deemed to have been given only if and when hand delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, UPS) to the parties hereto at their respective addresses set forth at the outset of this Agreement or such other address as either party shall designate by notice pursuant to this paragraph. Copies of all notices, requests, demands or other communications hereunder to Consultant shall also be sent to Consultant's counsel: Joel N. Minsker, Esq., Bloom & Minsker, P.L., 1110 Brickell Avenue, Suite 700, Miami, Florida 33131-3107.

(G) CLIENT. The term "Client" shall mean the entity named in this Agreement and shall also include its officers, directors, employees, agents, representatives and the like.

(H) INDEPENDENT CONTRACTOR. Consultant, in performing its functions, duties and obligations herein, shall at all times be and act as an independent contractor. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Client and Consultant, or as constituting Consultant as an agent or employee of Client.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year last written herein below.

ACLIENT@	**ACONSULTANT@**
_____,	JEFF ELLIS & ASSOCIATES, INC.,
a _____ corporation	a Texas corporation
By: _____	By: RAC RICHARD A.CARROLL, Senior Vice President/COO
Date: _____, 200	Date: January 1, 2012

COUNCIL BILL NO. 2012-605 ORDINANCE NO.

AN ORDINANCE approving an Agreement for Comprehensive Aquatic Risk Management Program with the City of Joplin, Missouri, and Jeff Ellis & Associates. Inc. dealing generally with the providing services and technical support for the training and monitoring the operations of lifeguards for the three (3) City Swimming Pools, and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City desires to retain a professional consultant to supply a Comprehensive Risk Management Program for its three (3) Swimming Pools;

WHEREAS, the City requested qualifications for Risk Management Programs;

WHEREAS, Jeff Ellis & Associates submitted credentials, and was selected by the selection committee to complete the work described in this agreement; and

WHEREAS, Jeff Ellis & Associates has been providing Comprehensive Risk Management Services for the City of Joplin Missouri for the last twelve (12) years, and the City desires to retain again for 2012.

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

Section 1. That the Agreement between the City of Joplin, Missouri and Jeff Ellis & Associates, a copy of the same being attached hereto and incorporated herein, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of City Attorney, to execute said Agreement, or an Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals generally with the immediate preservation of the public peace, property, health, safety or morals, and as such is considered as emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____day of_____ ,2012 by a vote of _____.

_____

Michael R. Woolston, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **Joplin** City Council Agenda Item

Requested Council Meeting Date: February 21, 2012

ITEM: COUNCIL BILL NO. 2012-606

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Council Bill No. 2012-606

FIRE CHIEF MITCH RANDLES: MR2 **DATE:** 2/14/2012
CITY MANAGER MARK ROHR RBR **DATE:** 2/6/12
CITY ATTORNEY BRIAN HEAD: BH **DATE:** 2/14/12
FINANCE DIRECTOR LESLIE JONES LJ **DATE:** 2-14-12

BACKGROUND:
This is for the purchase of a used and refurbished Fire Apparatus for the Temporary Fire Station at the airport property which is to be used to provide fire and emergency services coverage for the FEMA temporary housing units and the immediate area surrounding Temporary housing parks near the intersection of North St. Louis and Highway 171.This vehicle is being funded by FEMA via a project to provide an apparatus for a temporary fire station and crew to help assure the safety and security of the temporary housing facilities.

DISCUSSION:
This fire apparatus will be a newly refurbished used vehicle for the Fire Station at the Airport which will be used to provide an quick and appropriate response for the FEMA temporary housing units and immediate surrounding area. This station is located just north of the old Joplin airport terminal at 5500 N Dennis Weaver Blvd. This vehicle be newly refurbished and NFPA compliant triple combination pumper and is close in specifications to the department's current apparatus. It is expected that this apparatus will have a 3 to 5 year service life. In addition to providing the permanent apparatus for the station, Fire Services Inc. will also be providing a loaner apparatus for use by the department until the refurbish process of the permanent apparatus

is completed in mid-march of 2012 at no additional cost.
Because we are purchasing a used fire apparatus and most apparatus are custom built to the individual departments or jurisdictional needs, an equal bidding opportunity is impossible to complete. With this in mind department staff performed a nationwide search for an apparatus to meet the budget set forth by FEMA and the needs and requirements of the Fire department. This apparatus represents the findings of that search and the best possible product considering the parameters.

This Council Bill will authorize the City Manager to execute the purchase of the apparatus with Fire Services Inc., St. John, Indiana for the amount of eighty one thousand and nine hundred and fifty dollars and no cents ($81,950.00). The entire cost of this purchase will be reimbursed to the City by FEMA and SEMA

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

COUNCIL BILL NO. 2012-606 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City to purchase a used/refurbished Triple Combination Pumper apparatus from Fire Services, Inc., for the amount of Eighty One Thousand, Nine Hundred and Fifty dollars, Zero Cents ($81,950.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and, authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the purchase of a used and refurbished Triple Combination Pumper from Fire Services Inc., of St. John, Indiana, by the City of Joplin, Missouri, for the amount of Eighty One Thousand, Nine Hundred Fifty Dollars, Zero Cents ($81,950.00) be and the same is, hereby approved.

Section 2. That fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 be amended by increasing revenues by the total amount of Eighty-One Thousand Nine Hundred Fifty Dollars and No Cents ($81,950.00) and by increasing appropriations by the total amount of Eighty-One Thousand Nine Hundred Fifty Dollars and No Cents ($81,950.00).

Section 3. That the Finance Director is hereby directed to make all necessary entries on the City records to show the increase in revenues and the increase in appropriations.

Section 4. That the City Manager is hereby authorized and directed to execute said Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 5. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(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 R. Woolston, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney