INFORMAL AGENDA

April 16, 2012

5:15 p.m.

1. Silver Creek consolidation discussion

2. Any other business

COUNCIL AGENDA

April 16, 2012

6:00 P.M., Council Chambers

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

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

2. **Roll Call**

3. **Presentations**
   1.Update on aquatic projects and ideas for consideration on the new aquatic center.

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**

8. **Consent Agenda**
   1. Minutes of the March 19, 2012 Council Meeting
   2. Minutes of the April 9, 2012 Special Council Meeting

   3. COUNCIL BILL NO. 2012-276 - 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 2301 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Golden, Second by Mr. Glaze to Place Council Bill No. 2012-276 on First Reading and Advance to Second and Third Reading.

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

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

4.COUNCIL BILL NO. 2012-278 - AN ORDINANCE providing for the vacation of a portion of Sergeant Avenue south of 24th Street as part of the Eagle Ridge Housing development, in the City of Joplin, Jasper County, Missouri.

5.COUNCIL BILL NO. 2012-279 - AN ORDINANCE providing for the vacation of a utility easement located at 2626 South Jefferson Avenue, in the City of Joplin, Jasper County, Missouri.

6.COUNCIL BILL NO. 2012-280 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located on the southwest corner of 32nd Street and Kodiak Road, in the City of Joplin, Newton County, Missouri.

7.COUNCIL BILL NO. 2012-282 - 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-3-PD and including in District C-3 property as described below and located at 1300 North Range Line Road, in the City of Joplin, Jasper County, Missouri.

8. AMENDED COUNCIL BILL NO. 2012-283 - 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-1-PD property as described below and located at 2907 East 22nd Street, in the City of Joplin, Jasper County, Missouri.

9 AMENDED COUNCIL BILL NO. 2012-284 - 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-1-PD property as described below and located at 2908 East 22nd Street, in the City of Joplin, Jasper County, Missouri.

10. AMENDED COUNCIL BILL NO. 2012-285- 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-1-PD property as described below and located at 2921 East 22nd Street, in the City of Joplin, Jasper County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012-001- AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Copy Products, Inc., through US Bank, dealing generally with an agreement for acquisition and maintenance of copy equipment and authorizing the Information Systems Director to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

2. COUNCIL BILL NO. 2012-122 - AN ORDINANCE approving the contract between the City of Joplin, Missouri and RouteMatch Software, Inc. in the amount of Two

Hundred Forty Four Thousand Ninety-Six Dollars ($244,096) for the purchase of Mobile Data Computers (MDC), computerized scheduling upgrades, and internet scheduling applications per the specifications of Request for Proposal #2011-RFP-09; and containing an emergency clause.

3. COUNCIL BILL NO. 2012-125 - AN ORDINANCE approving the purchase of right of way at 2016 Harlem Avenue, consisting of part of Lot 373 in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seven Hundred and 00/100 dollars ($700.00) and containing an emergency clause.

4. COUNCIL BILL NO. 2012-127 - AN ORDINANCE approving and Agreement between the City of Joplin, Missouri, and the Harry S. Truman Community Development Corporation (HSTCDC) generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

5. COUNCIL BILL NO. 2012-128 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertains to 2011HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

6. COUNCIL BILL NO. 2012-502 - AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide enhanced employee assistance program (EAP) benefits for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2012-263 - 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 2911, 2914, 2920 and 2922 East 22nd Street in the City of Joplin, Jasper County, Missouri.

12. Ordinances – Second Reading and Third Reading

1. COUNCIL BILL NO. 2012-277 - 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-3 and including in District R-3 property as described below and located north of Eighth Street between McConnell Avenue and Patterson Avenue, in the City of Joplin, Jasper County, Missouri.

2. AMENDED COUNCIL BILL NO. 2012-281 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District R-3 and including in District C-3-PD property as described below and located at 2503, 2511, and 2515 South Main Street and 2502, 2508, 2510, and 2516 South Virginia Avenue, in the City of Joplin, Jasper County,

Missouri.

13. Unfinished Business

14. New Business

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

INFORMAL NOTES

April 2, 2012

Discussion of wastewater and trash billing	Finance Director Leslie Jones briefed Council on the recent change that Missouri American Water will no longer be taking care of billing our citizens for trash billings on our water bills. She recommends the city take the service back and do it in house like it was done in the past. She will need to start training immediately, possibly add online payments. This will pick up mail payments, window payments, etc. possibly additional cost of $.92 a bill. Council consented Golden, Raney to accept the recommendations.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES

April 2, 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 Jimmy Willerton, Scout Troop 333, Joplin

PRESENTATIONS - Proclamation honoring Fair Housing Month- Mayor Woolston presented the Fair Housing Month Proclamation to Doris Carlin and honored Rev. Harry Givens for his service to the Fair Housing Board.

Proclamation honoring Convoy of Hope – Mayor Woolston presented the Convoy of Hope Proclamation to Jeff Roman.

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

REPORTS AND COMMUNICATIONS
Motion by Ms. Colbert-Kean, Second by Ms. Raney to Move Resolution No. 2012-012 up on the Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

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. 2012-276

Mayor Woolston opened the Public Hearing

Those appearing in favor of this council bill were:

Eric Olsen, Carterville, Missouri, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Golden introduced Council Bill 2012-276. Motion by Mr. Golden, Second by Mr. Glaze to Place Council Bill No. 2012-276 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. 2012-276

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 2301 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-277

Mayor Woolston opened the Public Hearing

Those appearing in favor of this council bill were:

David Box, 7378 River Road, appeared in favor of this request.

No one appeared in opposition of this request.

Mayor Woolston closed the Public Hearing.

Mr. Glaze introduced Council Bill 2012-277. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2012-277 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. 2012-277

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-3 and including in District R-3 property as described below and located north of Eighth Street between McConnell Avenue and Patterson Avenue, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-278

Mayor Woolston opened the Public Hearing

Those appearing in favor of this council bill were:

Cody Sexton, 811 East Third, appeared on behalf of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing.

Ms. Colbert-Kean introduced Council Bill 2012-278. Motion by Ms. Colbert-Kean, Second by Mr. Glaze to Place Council Bill No. 2012-278 on First Reading, 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. 2012-278

AN ORDINANCE providing for the vacation of a portion of Sergeant Avenue South of 24th Street as part of the Eagle Ridge Housing development, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-279

Mayor Woolston opened the Public Hearing

Those appearing in favor of this council bill were:

Francisco Herrera, 2564 Fairway Drive, appeared on behalf of this request.

No one appeared in opposition to this request.

Mayor Woolston closed the Public Hearing.

Mr. Glaze introduced Council Bill No. 2012-279. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2012-279 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. 2012-279

AN ORDINANCE providing for the vacation of a utility easement located at 2626 South Jefferson Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2012-279 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.

Public Hearing for Council Bill No. 2012-280

Mayor Woolston opened the Public Hearing

Appearing in favor of this council bill was:

Sam McGarrah, Empire District, 602 Joplin Street, appeared on behalf of this request.

No one appeared in opposition of this request.

Mayor Woolston closed the Public Hearing.

Ms. Colbert-Kean introduced Council Bill 2012-280. Motion by Ms. Colbert-Kean, Second by Mr. Glaze to Place Council Bill No. 2012-280 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 -280

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located on the southwest corner of 32nd Street and Kodiak Road, in the City of Joplin, Newton County, Missouri.

Public Hearing for Council Bill No. 2012-281

Mayor Woolston opened the Public Hearing

Appearing in favor of this council bill was:

Kevin Manard, 1710 E. 32nd, appeared in favor of this request.

Dan Routledge, 118 N. Sergeant appeared in opposition of this request stating it was a residential neighborhood and he didn't want his property values decreased.

Mayor Woolston closed the Public Hearing.

Mr. Golden introduced Council Bill 2012-281. Motion by Mr. Golden, Second by Mr. Glaze to Amend Council Bill No. 2012-281 to C-3 PD. Motion by Mr. Glaze, Second by Mr. Golden to

Place Amended Council Bill No. 2012-281 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 AMENDED COUNCIL BILL No. 2012 -281

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District R-3 and including in District C-3 PD property as described below and located at 2503, 2511, and 2515 South Main Street and 2502, 2508, 2510, and 2516 South Virginia Avenue, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-282

Mayor Woolston opened the Public Hearing

Appearing in favor of this council bill was:

Michael Williams, 520 West First Street, Webb City, appeared on behalf of this request.

No one appeared in opposition of this request.

Mayor Woolston closed the Public Hearing.

Mr. Shaw introduced Council Bill 2012-282. Motion by Mr. Shaw, Second by Mr. Glaze to Place Council Bill No. 2012-282 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 -282

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-3-PD and including in District C-3 property as described below and located at 1300 North Range Line Road, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-283

Mayor Woolston opened the Public Hearing

Appearing in favor of this council bill was:

Ed Campbell, 2907 E. 22nd appeared on behalf of this request.

No one appeared in opposition of this request.

Mayor Woolston closed the Public Hearing.

Dr. Rosenberg introduced Council Bill 2012-283. Motion by Dr. Rosenberg, Second by Mr. Scearce to Amend Council Bill No. 2012-283 to C-1 PD. Motion by Dr. Rosenberg, Second by Mr. Golden to Place Amended Council Bill No. 2012-283 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 -283

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 2907 East 22nd Street, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-284

Mayor Woolston opened the Public Hearing

Appearing in favor of this council bill was:

Diane Schwarting, 2908 E. 22nd Street appeared in favor of this request.

Joyce Spitzer, 2911 Arizona, appeared in opposition to this request stating she is against commercial and duplexes going in next to her property.

Mayor Woolston closed the Public Hearing.

Dr. Rosenberg introduced Council Bill 2012-284. Motion by Dr. Rosenberg, Second by Mr. Golden to Amend Council Bill No. 2012-284 to C-1 PD. Motion by Mr. Glaze, Second by Ms. Colbert-Kean to Place Amended Council Bill No. 2012-284 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 -284

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 2908 East 22nd Street, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-285

Mayor Woolston opened the Public Hearing

Appearing in favor of this council bill was:

Terry Campbell 4002 West Fountain Road, appeared in favor of this request.

No one appeared in opposition of this request.

Mayor Woolston closed the Public Hearing.

Dr. Rosenberg introduced Council Bill 2012-285. Motion by Dr. Rosenberg, Second by Mr. Glaze to Amend Council Bill No. 2012-285 to C-1 PD. Motion by Dr. Rosenberg, Second by Mr. Glaze to Place Amended Council Bill No. 2012-285 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 -285

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 2921 East 22nd Street, in the City of Joplin, Jasper County, Missouri.

Public Hearing for Special Use Permit located at 523 South Sergeant Avenue.

Mayor Woolston opened the Public Hearing

Appearing in favor of this council bill was:

Ann Leach, 523 South Sergeant, appeared in favor of this request.

Lee Ratcliff, Show-Me Ozark Magazine, appeared in of this request.

Nancy Morton, 112 South Sergeant appeared in favor of this request.

No one appeared in opposition of this request.

Mayor Woolston closed the Public Hearing.

Mr. Glaze introduced Resolution No. 2012-011. Motion by Mr. Glaze, Second by Mr. Seibert to Place Resolution No. 2012-264 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 Resolution was read as being RESOLUTION NO. 2012-011

A RESOLUTION granting a Special Use Permit (First Request) to Ann Leach for a bed and breakfast at 523 South Sergeant Avenue, in the City of Joplin, Jasper County, Missouri.

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

COUNCIL BILL NO. 2012-273 - AN ORDINANCE amending Chapter 7 of the 2003 Comprehensive Plan of the City of Joplin, Missouri, by adding language for providing for the application of new Development Standards and Guidelines to certain Planned Development Corridors as conditions of site plan review and of Planned Development (PD) zoning applications in the corridors. Ordinance No. 2012-048

COUNCIL BILL NO. 2012-274 - AN ORDINANCE amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Article 22, by adding language for providing for the application of new Development Standards and Guidelines to certain Planned Development Corridors as conditions of site plan review and of Planned Development (PD) zoning applications in the corridors. Ordinance No. 2012-049

COUNCIL BILL NO. 2012-003 - AN ORDINANCE amending Ordinance No. 2011-105 passed by the Council on the 6th day of September, 2011, to remove the application of Grant recipient Boomtown Days, relating to the Half Marathon and 5K Run, from the Grant applications received and approved; approving the application of Active Lifestyle Events, Inc., for a May 19, 2012 "Joplin Memorial Run"; for utilization of FY2012 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute the appropriate agreement with such organization for the utilization of such funds. Ordinance No. 2012-050

COUNCIL BILL NO. 2012-501 - AN ORDINANCE amending ordinance number 2011-01 authorizing the issuance of $26,000,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2011A of the City of Joplin, Missouri and prescribing other related matters. Motion by Mr. Seibert, Second by Mr. Golden to Pass Council Bill No. 2012-501 on First Reading and Advance to Second and Third Reading. Ordinance No. 2012-051

COUNCIL BILL NO. 2012-286 - AN ORDINANCE Request to Review the Final Plat for the COTTAGES AT WILDWOOD RANCH, PLAT 2 located 200 feet east of the intersection of Cottage Circle and John Duffy Drive in the City of Joplin, Newton County, Missouri. Ordinance No. 2012-052

RESOLUTIONS

Mr. Golden introduced Resolution No. 2012-010. Motion by Mr. Golden, Second by Mr. Shaw to Approve Resolution No. 2012-010. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2012-010

A RESOLUTION approving the Letter of Intent between the City of Joplin, Missouri and Wallace Bajjali Development Partners, LP., for master developer service; authorizing the City Manager to execute said Letter of Intent by and on behalf of the City of Joplin and further authorizing the City Manager to begin contract negotiations with Wallace Bajjali.

ORDINANCES-EMERGENCIES

Mr. Seibert introduced Council Bill No. 2012-124. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-124. 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. 2012-053

AN ORDINANCE approving the purchase of a real property from 2305 Iron Gates Road, consisting of all of Lot Numbered One Hundred Twenty-three (123) in D.O.Witmer's Subdivision of Lots 1 thru 26 inclusive, except Lots 16 and 30 of Highland Park, a subdivision in the Village of Iron Gates, now a part of the City of Joplin, Jasper County, Missouri according to the recorded plat thereof and authorizing the payment of Five Thousand Eight Hundred and 00/100 dollars (5,800.00) and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-126 - Motion by Mr. Golden, Second by Ms. Colbert-Kean to Adopt Council Bill No. 2012-126. 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. 2012-054

AN ORDINANCE authorizing the City of Joplin to enter into Supplemental Agreements for Planning Services with Missouri Highways and Transportation Commission (MoDOT) in the amount of $272,935 and with Lochner/BWR in the amount of $34,968 for an increase in scope to the 2012 Comprehensive Plan Update contract, authorizing the City Manager to execute said Agreements for the City, and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

Dr. Rosenberg introduced Amended Council Bill No. 2012-275. Motion by Dr. Rosenberg, Second by Mr. Scearce to pass Council Bill No. 2011-275 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Golden, Glaze, Scearce, Rosenberg, Seibert, Shaw, and Woolston, 7. Nays: 2, Colbert-Kean, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-055

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of 44th Street and Connecticut Avenue, in Newton County, Missouri.

UNFINISHED BUSINESS

NEW BUSINESS

Case 026-12: 2034 South Connecticut Avenue – A request for a Site Plan Review for the reconstruction of an apartment house complex – Jorge DuQuene/ Crystal Goedereis. Motion by Mr. Scearce, Second by Mr. Goldento 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.

2. Case 029-12: 611 W. 25th Street – A request for a Site Plan Review for the construction of an apartment house complex, Eagle Ridge Housing – Anderson Engineering. Motion by Mr. Scearce, Second by Ms. Colbert-Kean 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.

3. Case 030-12: 1300 N. Range Line Road – A request for a Site Plan Review for the construction of an apartment house complex, Parkwood Senior Housing– Anderson Engineering. Motion by Mr. Golden, Second by Mr. Shaw 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.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:05 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC
City Clerk

CITY OF JOPLIN
CITY COUNCIL
Special Meeting April 9, 2012

CALL TO ORDER

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

INVOCATION

City Clerk Barbara Hogelin gave the invocation

FLAG SALUTE

Mayor Woolston led the Pledge of Allegiance

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a SPECIAL MEETING beginning at 6:00 p.m. on Monday, April 9, 2012, in the Council Chambers of City Hall, 602 S. Main Street, Joplin, Missouri, for the purpose of receiving the official report of the April 3, 2012 General Election, administering the Oaths of Office of the reelected Council Members, and electing the 2012-2014 Mayor and Mayor Pro Tem.

ROLL CALL

PRESENT: All were present

RESULTS OF THE APRIL 3, 2012 GENERAL ELECTION

The City Clerk's office has received the official returns of the April 3, 2012 General Municipal Election as verified by the County Clerk of Jasper and Newton Counties.

It is found and declared that the results are as follows:

For Zone 2 Council Member

Harvey Hutchinson	2622
Melodee Colbert-Kean	3573

For Zone 3 Council Member

Benjamin Rosenberg	5367

For General Council Members

Ryan Jackson	2413
Jim West	2394
Bill Scearce	2862
Shaun Steele	1393
Morris Glaze	2561

Melodee Colbert-Kean, the candidate who received the greatest number of votes for Office of Zone II Council Member, is declared elected to a four-year term.

Benjamin Rosenberg, the candidate who received the greatest number of votes for Office of Zone III Council Member, is declared elected to a four-year term.

Bill Scearce and Morris Glaze, the two candidates who received the greatest number of votes for Office of General Council Members, are declared elected to four-year terms.

For the record 7403 persons voted in this general municipal election.

Respectfully submitted, Barbara Hogelin, MMC/MPCC, City Clerk

Motion by Mr. Golden, Second by Ms. Colbert-Kean to accept the results of the election. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

In his closing remarks, Mayor Woolston gave a Key to the City to the Citizens Advisory Recovery Team; Joplin Area Chamber of Commerce; Joplin School Board and City Manager Mark Rohr on behalf of the city employees and a key to City Manager Rohr and City Attorney Brian Head on behalf of all the citizens in our city. Mayor Woolston remarked on working together and to focus on the goals and stay on track. He feels we have a great future ahead. Mayor adjourned sine die.

Barbara Hogelin, City Clerk, called the meeting to order and asked Judge Alex Curchin to swear in the reelected Council Members. Benjamin Rosenberg was sworn in Zone III, Melodee Colbert-Kean was sworn in Zone II. Bill Scearce and Morris Glaze were sworn in to General Council Member's seats.

City Clerk asked the City Attorney to read the procedures of nominating the Mayor and May Pro Tem for the City of Joplin as directed by Charter. City Clerk Barbara Hogelin conducted the election of the Mayor. Mr. Glaze nominated Mike Woolston. Ms. Raney nominated Ms. Colbert-Kean. No other nominations were made. Voting in favor of Ms. Colbert-Kean were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, and Scearce, 5. Nays: 4, Glaze, Seibert, Shaw, and Woolston. Ms. Colbert-Kean was elected Mayor and took the seat as Mayor and conducted the election of Mayor Pro Tem.

Mayor Colbert-Kean called for nominations for Mayor Pro Tem. Dr. Rosenberg nominated Mr. Scearce. Mr. Seibert nominated Mr. Glaze. Voting in favor of Mr. Scearce were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, and Scearce, 5. Nays: 4, Glaze, Seibert, Shaw, and Woolston. Mr. Scearce was elected Mayor Pro Tem.

Mayor Colbert-Kean thanked her supporters and urged council to work together in unity for the continued growth and future of our city.

ADJOURNMENT
There being no further business to come before the Council, the meeting was adjourned at 6:30p.m.

Respectfully submitted,
Barbara L Hogelin
Barbara L. Hogelin, MMC/MPCC City Clerk

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April 11, 2012- **PRELIMINARY**

Mr. Chris Cotten
Parks and Recreation Director
City of Joplin
Joplin, Missouri
Via Email: ccotten@Joplinmo.org

Re: Summary and Recommendation for Concept Plan
New Aquatic Center- Joplin, Missouri

Dear Mr. Cotten:

Please find the enclosed Joplin Aquatic Center - Concept Plan Summary. This report summarizes the work efforts to study the potential locations and concept options for replacement of the existing Schifferdecker Pool.

It represents the efforts of the design team- which includes Water's Edge Aquatic Design, Corner Greer Associates, and RDG Planning and Design. The design team worked along with the City's Aquatics Committee to evaluate the existing facilities, and study the potential options and locations for new aquatic center amenities. The design team also received input from specific user groups and the general public.

As we move from the planning phase into the design phase, we understand the overall goal is to have the new facility open next summer- preferably by Memorial Day. With this in mind, it is important for us to work through the design phase efficiently, bid the project, and get the successful contractor started as early as possible.

If the contractor can get started in late summer or early fall, the opportunities are greater for better bids and a successful Memorial Day opening. If Schifferdecker (or one of the other existing pools) is the accepted location, it could be beneficial to both the schedule and budget to begin demolition in mid-August.

Please review this report and let me know if you have questions of comments.

Sincerely,

Jeff A. Bartley, P.E.

Encl.

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Joplin Aquatics Center- Concept Plan Summary –Preliminary

April 6, 2012

INTRODUCTION

Water's Edge Aquatic Design, along with Corner Greer Associates and RDG Associates, were contracted and tasked with studying possible locations and plans for a new aquatic center for the City of Joplin. The team of professionals worked with an Aquatics Committee consisting of Joplin City staff.

The plan for the new aquatic center is to utilize the project funds of $5.8 million appropriated for replacement of the Schifferdecker Pool.

In the course of creating options and alternatives to be considered, the project team conducted the following studies and exercises.

- Evaluation of the existing pool facilities
- Public Input Meeting- to gather initial input
- Site Evaluations of prospective locations
- Concept Planning Workshop- with project team members and Aquatics Committee
- Public Review Meeting- to gather comments on various options
- Focus group study on Competitive Swimming

RECOMMENDED LOCATION AND CONCEPT PLAN

To determine the best available option and location for a new or improved aquatic center, the design team and city aquatics committee considered potential sites, available funds, desired amenities, condition of existing facilities, and preferences expressed by the public.

As a result, we recommend that the new aquatic center be constructed at the location of the existing Schifferdecker pool. The option to reconstruct the Schifferdecker pool on site has many positive attributes and benefits, with little downside. Factors supporting the Schifferdecker site include the following

- The park provides a nice setting for the aquatic center, as well as, a number of other park amenities
- It is highly visible to the Joplin community
- Vehicular access is good

- Based upon input from the two public meetings, the public supports the Schifferdecker location
- There is a strong historical association to Schifferdecker Park and the swimming pool
- This location helps the budget, and allows for more swimming pool amenities to be included- as the existing utilities and bathhouse can be utilized
- The nearby Joplin Museum Complex could be re-purposed in the future as recreation/community center space that would support the outdoor aquatic center or potential enclosed indoor swimming.
- At this location, the aquatic center can support tournaments and other activities at the Athletic Complex. It can provide an activity or outlet for "tag along" family members.

A concept for the Shifferdecker site is included in Appendix A.

There are certain factors that can preempt Schifferdecker Park as the preferred site. One factor in particular could be a goal to dramatically reduce the existing operating subsidy that currently exists, from operating the three existing outdoor pools each summer. Replacing and improving the Schifferdecker Pool is a way to improve this, but another way to improve further is to consolidate locations to two locations.

Assuming that neither Cunningham Pool nor Ewert Pool would be closed, they would become the two locations in this option- and one of the two would be expanded and improved. Of the two facilities, we recommend Ewert Pool be considered for improvements as the alternate. It is the most centrally located of the two. There is also concern that if Cunningham Pool is expanded, the activities it would bring would be in stark contrast with the reflective environment of the remaining Cunningham Park.

EVALUATION OF EXISTING FACILITIES

The design team conducted an evaluation of each of the existing swimming pools, as either expanding or rebuilding each of the existing pools is an option to consider.

In general, each of the existing facilities has potential to renovate and expand to construct a modern aquatic center that meet's the community's current needs.

The evaluation of each facility is included in Appendix B.

PUBLIC INPUT MEETING

An initial open house was held at the Athletic Complex, February 22, 2012, in order to get initial thoughts from the community with respect to the desired features and location of the new aquatic center.

There were representatives from the City Parks and Recreation staff, Water's Edge Aquatic Design, and Corner Greer Associates. There were also several city council members who attended as casual observers.

Attendees entered the building and were greeting with an information sheet and a short slide show with background information. They proceeded to a series of four stations which included information with the intention to solicit input with respect to desired features and opinion on the potential location. The stations included

- Small or moderate cost features
- Larger cost features
- Preferred types of water slides (if determined to be a high priority)
- Preferred location for Aquatic Center, between options presented for
    - The Athletic Complex (all new facility)
    - Schifferdecker Park (replacement of existing pool, re-using the bathhouse)
    - Ewert Park (expansion of the existing pool facility)
    - Cunningham Pool/EDR site (expansion of the existing pool facility)

The meeting was well attended with approximately 60 persons providing feedback. It is likely that more attended but did not provide feedback or comments.

The meeting was heavily attended by the local competitive swim community. We estimate by the comments received that the competitive swim community comprised at least 75% of the attendees. 45 out of 59 (76%) of the returned comments requested a competitive sized pool. Only 11 out of 59 (18%) of those who filled out the features card fully and did not mention a 50 meter pool.

Those who attended provided an opinion regarding initial thoughts on the preferred features and the location. A summary of the information provided and the preferences expressed are included in Appendix C.

RECOMMENDED AQUATICS PROGRAM

Based upon the goals expressed by the City staff and from the initial public input, the design team established a preliminary program for the new aquatic center. The preliminary program was utilized to begin planning of options and concept plans. The preliminary program is included in Appendix D.

SITE EVALUATION AND RANKING

A significant part of this study is to determine the most acceptable and appropriate location, while developing a concept with the most desired amenities. The design team was tasked with evaluating the following sites.

- Schifferdecker Park- current pool location
- The Athletic Complex
- A site within the Expedited Debris Removal (EDR) Area

The assignment to consider a site within the EDR area is intended to consider a site that would be beneficial for the aquatic center, while offering a spark to help redevelop surrounding areas that were devastated by the May 2011 tornado.

The design team initially selected the Cunningham Pool as the potential EDR site, as the existing pool could be redeveloped and expanded while improving the City's swimming pool operational deficit by consolidating operations and facilities to two regional aquatic centers.

In addition to the three sites assigned, the design team also considered the existing Ewert Pool due to its central location and potential improvement to the operating deficit.

The initial part of the evaluating the potential sites involved a field analysis conducted by RDG Planning and Design. A representative from RDG visited each of the considered sites and performed a field analysis report. The report for each site is included in Appendix E.

The analysis for each site was discussed in a concept planning meeting with the design team and City Aquatics Committee. In order to compare or rank the available sites, Water's Edge created a matrix with criteria to compare and judge between the sites.

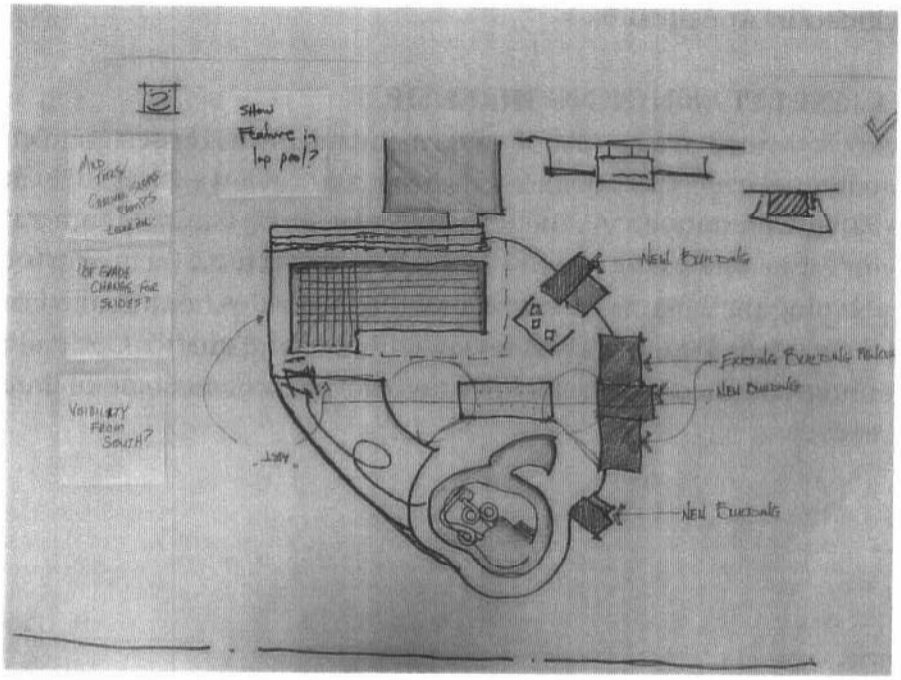
After a review of each site, each member of the collective group provided their individual judgment to each criterion. The compiled scores from the design team and city aquatics team resulted in a first-choice preference for the Schifferdecker site. The second and third place sites were relatively close between Cunningham Pool and Ewert Pool, and the least preferred site included the Athletic Complex. A summary of the complied sheet is included in Appendix F.

CONCEPT PLANNING WORKSHOP

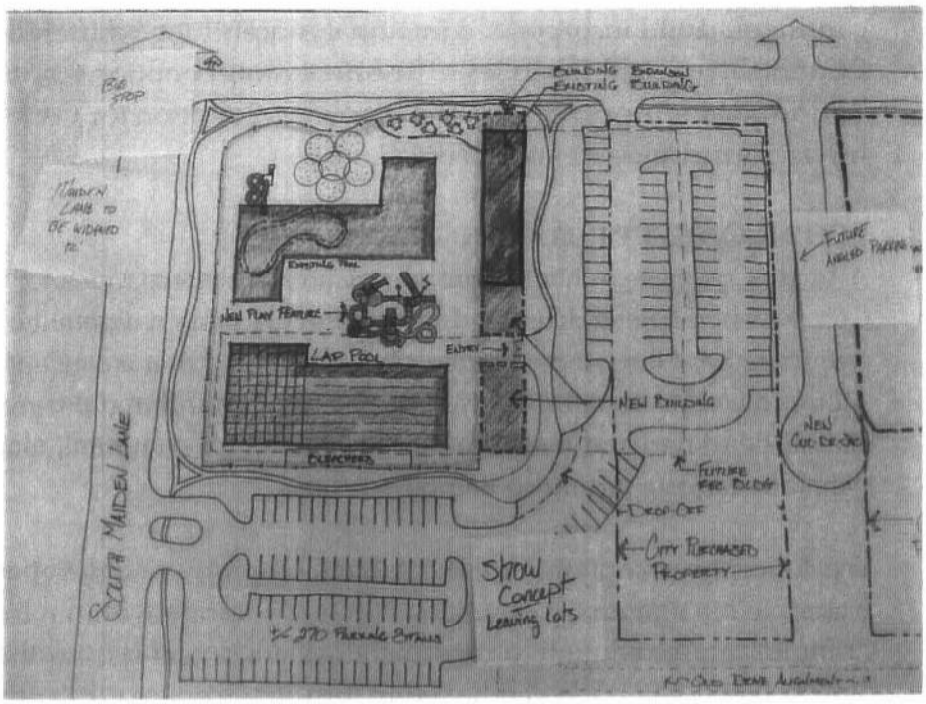
Over the course of a couple of days, members of the design team created potential concept options for each site and reviewed with the City's Aquatics Committee. As the Schifferdecker Park, Cunningham Park, and Ewert ranked as the top three sites, the group focused their efforts on developing the options for each of the three sites. After initial concepts were developed, each was reviewed with the Aquatics Committee and comments made on each. Pictures below represent some of the initial efforts.



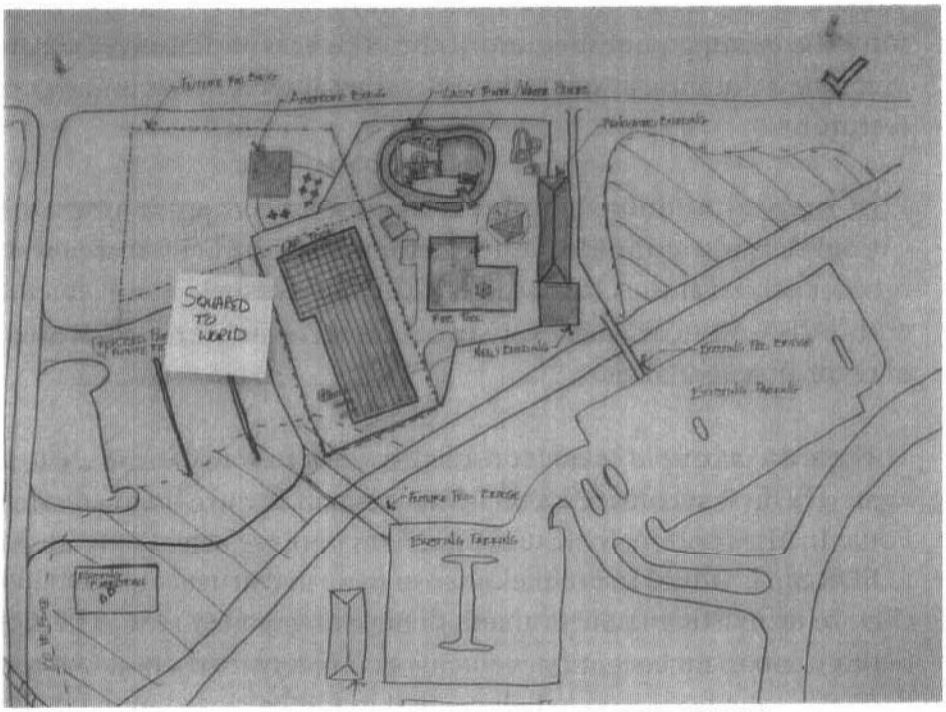
CONCEPT PLANNING MEETING



PRELIMINARY SCHIFFERDECKER CONCEPT



PRELIMINARY CUNNINGHAM CONCEPT



PRELIMINARY EWERT CONCEPT

The comments received during the concept plan workshop were considered and incorporated into final concepts for Schifferdecker, Cunningham, and Ewert sites. The final concept option for Schifferdecker is included in Appendix A. The final concept option for Cunningham and Ewert are included in Appendix G.

POST- CONCEPT PLANNING WORKSHOP

Athletic Complex- While preliminary concept alternatives for the Athletic Complex had been discussed during the workshop; a detailed concept option had not been developed. It was decided that a concept plan option should be developed for the Athletic Complex and that the concept plan should be shared at the second public meeting for comment, along with the other concept options being presented.

The concept plan option for the Athletic Complex was developed and is included in Appendix H. In this option, the location within the Athletic Complex large enough to construct the aquatic center is northwest of the newest ball field. We had hoped that the open space north of the existing parking lot would be a viable location, but it was determined to be too small to fit the new aquatic center. In comparison to concepts developed for the existing pool sites, more of the budget is allocated for construction of a new bathhouse and for utilities, rather than for swimming pool features.

EDR Area- In addition to further developing a concept for the Athletic Complex, it was decided to further investigate the EDR area and consider other potential sites. On March 22, 2012, Jeff Bartley with Water's Edge and Chris Cotton, with the City of Joplin reviewed the EDR area in search of other potential sites.

There are a couple of major considerations to considering a site in the EDR area. The first consideration is the location of the existing Cunningham Pool. In our opinion, the Cunningham pool represents the west side of the EDR area. It would not make sense to us to construct a new facility too close to an existing facility, unless the existing facility was to be closed. Based upon the recent improvements and reconstruction of Cunningham Pool, we have no reason to believe that it will be closed in the near future.

The other major consideration includes finding a site that is large enough for a new outdoor aquatic center being considered. Our initial estimates are that we would need at least 7 to 8 acres for the aquatic center. Much of the EDR area consists of lots and city blocks that are smaller than this. Therefore, our focus included both sites that the city currently owns and commercial sites that would be large enough to accommodate a new aquatic center.

In the EDR area, larger commercial sites are generally present along 26th Street or 20th Street. There are several larger commercial sites along 20th Street, near South Main or west. However, these sites place a new aquatic center within a mile of Cunningham Pool.

Along 20th Street, there are many commercial sites near Connecticut Avenue, including Parr Hill Park, which is owned by the City. However, these sites can also be considered fairly close to the existing Ewert swimming pool- between 1 ½ to 2 miles.

For the purposes of initial concept planning, we developed a plan for the new aquatic center on Parr Hill Park. However, there are many commercial sites in this area that are an option as well, but would require purchase by the city from their current owners. As with the concept for the Athletic Complex, more of the budget would be allocated to construct a new bathhouse and utilities. Less of the budget would be used on the swimming pool amenities. A concept for the EDR Area/Parr Hill Park is in Appendix H.

PUBLIC REVIEW MEETING

A second open house was conducted on March 21, 2012, where the five concepts were shared with the public for their review and comment. Citizens of Joplin were invited to casually walk through individual stations with display boards of each site and concept. Individuals from the design team discussed the concepts one on one with the interested parties.

The concepts and site locations displayed, included the following list (Included in Appendix A, G, and H.

- Schifferdecker Park
- Athletic Complex
- EDR Site A – Cunningham Pool
- EDR Site B – Parr Hill Park
- Ewert Park

As the citizens were allowed to review and ask questions, they were also encouraged to write comments on each of the concepts- providing opportunities to state both positive opinions and challenges for each option.

In general, Schifferdecker received the most positive comments. Each of the sites received a handful of negative comments. A list of the comments received is included in Appendix I.

COMPETITIVE SWIMMING CONSIDERATIONS

As the existing Schifferdecker Pool is the current home for the competitive swim teams, the task was given to the design team to consider and incorporate the amenities that support competitive swimming.

In general, the needs of competitive swimmers include large spaces with lap lanes and deep water, unobstructed by other features. This can be at odds with the remaining members of the community who often prefer warmer shallow water with lots of play features and amenities. The challenge for the design team is to balance the needs of the competitive swimmers and the general public, to create a successful facility for both that stays within the established project budget.

There are currently two competitive swim teams that utilize the Schifferdecker Pool for their program. They include

- The Joplin Stingrays- the local summer swim team whose home base is Schifferdecker Pool and competes in the Tri-State Conference, along with 11 other swim teams at nearby communities.

- The Jasper County Killer Whales- a USA Swimming affiliated club that swims year round, and utilizes the Schifferdecker Pool as one of several summer facilities.

A questionnaire was distributed and received from the representatives for each organization, and Water's Edge conducted a meeting with the leadership of the Joplin Stingrays. The returned questionnaires are included in Appendix J.

The Stingrays list that they have typically 150 to 175 kids in their summer program. They currently practice in Schifferdecker Pool from 8:00 am to 11:30 am. For practice, they utilize the existing 6 long-course lanes at Schifferdecker Pool and compete in short-course lanes (typically 25 yard lanes). In general, each of the communities is given the opportunity to host one invitational each summer and can compete for the championship- although the championships are generally held at an indoor facility.

The Jasper County Killer Whales list that they have around 80 active members through the year and add another 90 swimmers during the summer season. This team serves a larger area, so the swimmers are hosted by several facilities. They currently utilize Schifferdecker Pool from 6:00 p.m. to 8:00 p.m. for practice.

As a USA swim club, they compete in 50 meter venues during the summer season. They indicated that they have not been able to host a sanctioned meet at the Schifferdecker Pool, stating that its depth does not meet the current USA Swimming standards.

The needs for hosting meets for each of the swim teams are as follows

- Joplin Stingrays- 8 short-course lanes (25 yards to match other facilities), with additional warm-up lanes, deck space, spectator areas, parking, and other support areas.
- The Jasper County Whales- 8 – 50 meter lanes, with additional warm-up lanes, deck space, spectator areas, parking, and other support areas.

Given the information provided, it is likely that there would be two guaranteed meets each summer, and the potential of additional meets. However, the additional meets are either less likely or less frequent- as they include championship meets that are on a rotational basis, and competed against other communities. Each organization indicated that there is a possibility that surrounding communities with lesser facilities might choose to host their invitational at Joplin's new facility. This is a possibility, but seems somewhat remote that other communities would choose to host their meets in another community. If this is a consideration, a study would need to be done to determine if this is a possibility.

Based upon the needs of the two competitive swimming organizations, the concepts created include a competitive lap pool that is L-shaped and includes 8 lanes that are 50 meters and 8 cross lanes that are 25 yards. The remaining portion of the lap pool is 60 feet wide, which can be marked off for lap exercise or warm-up lanes- but are not competition length.

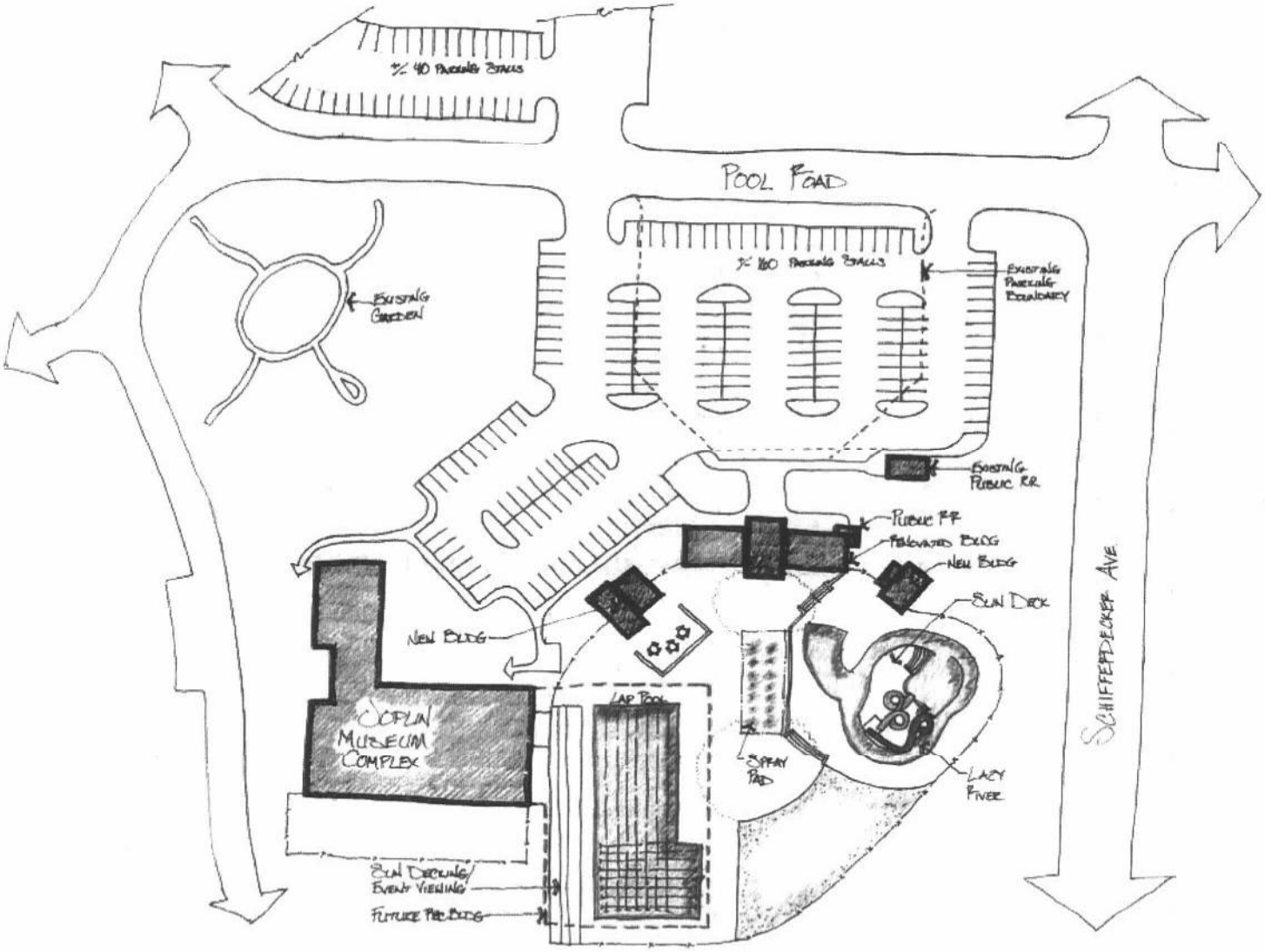
Many in the swim community have voiced their preference to make the competition pool a full 75 feet wide for the entire 50 meter length. This provides 22 short-course lanes across the width of the pool. This option adds an additional 1,500 square feet of pool to the facility at a significant cost of approximately $250,000.

As we are trying to balance the needs of the general public with that of the swim community, we believe the benefits of adding the full 25 yard width are affordable- within the current budget. In our opinion, the current budget is stretched in an effort to provide both a 50 meter competitive venue and the contrasting amenities that will appeal to the general public- bringing in the attendance and revenue needed to support the operations. The configuration as we have shown will be significant improvement to the existing pool, and will exceed the surrounding competitive venues.

APPENDIX

A. Recommended Concept- Schifferdecker Aquatic Center.....1
B. Existing Facility Evaluations.....2
C. Public Input Meeting #1
Info Sheet.....5
Voting Sheet.....7
Map of Possible Locations.....9
Locations Summary Board.....10
Summary of Results- Graphs.....11
Summary of Comments Provided.....15
D. Preliminary Swimming Pool Program.....17
E. Field Analysis Reports.....18
F. Aquatic Center Site Comparison.....25
G. Concept Planning Workshop- Concepts for
Cunningham Park/EDR Area.....26
Ewert Park.....27
H. Post-Concept Planning Workshop- Concepts for
Athletic Complex.....28
Alternate EDR Area.....29
I. Comments from the 2nd Public Meeting.....30
J. Questionnaires from Competitive Swimming Organizations.....33

Schifferdecker Aquatic Center

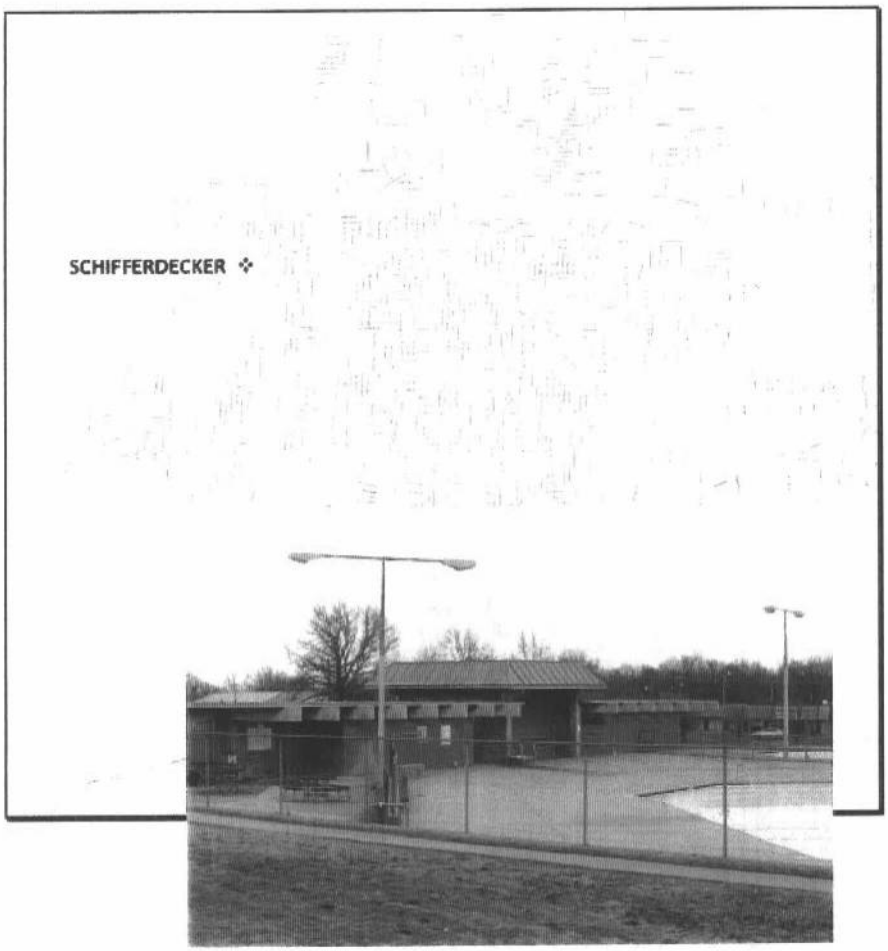


SCHIFFERDECKER POOL

The sales tax initiative to fund the new aquatic center is intended to replace the Schifferdecker Pool, due to the poor condition of the pool structures. The pool structures and pool deck show signs of vertical movement, as a likely result from poor original subgrade preparation and subsequent years of continuous erosion as water leaked from the pool.

The bathhouse, however, is structurally in good condition and can be renovated and re-utilized if Schifferdecker Park is chosen as the site for reconstruction. Renovation should include replacement of the original water piping supply for the fixtures- which has had broken over the years due to challenges with winterizing and freezing.

In the process, the bathhouse should be modified to create an updated appearance, along with new entry and administrative areas.



Schifferdecker Overview

Built in 1976

Located at 7th St. & Schifferdecker

Water Surface Area – 12,500 ft²

Demographic Information: 2010 (1 mile radius)

Population: 3,167
Population Distribution
Under 18 yrs.- *26%*
18 – 59 yrs. - *59%*
60 yrs + - *15%*

2010 Attendance:

- Season - 11,400 people
- Peak Day – 600 people
- Days over 350 – 6 days

Existing Amenities:

- Lap Pool – 50 meters
- Diving
- Open water
- Separate wading pool
- Concessions
- Adjacent park

Potential Improvements

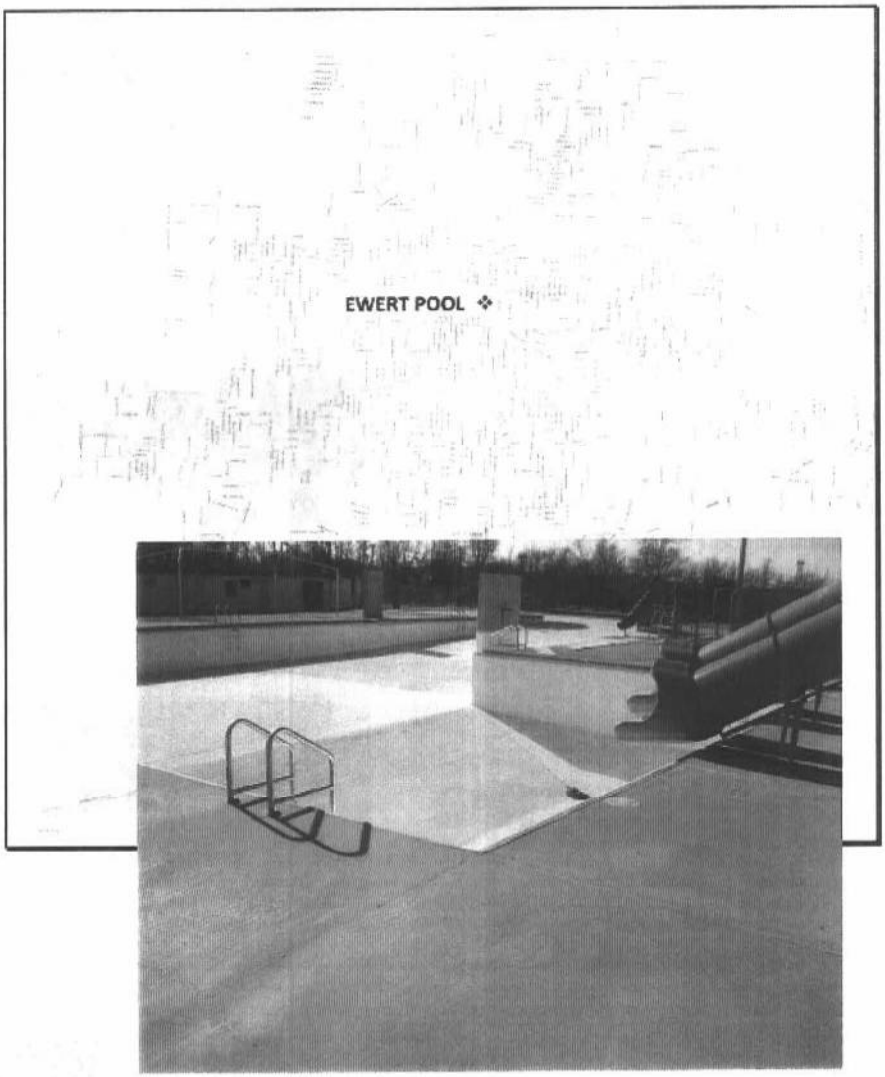
- Preserve and renovate bathhouse
- Replace swimming pools

EWERT POOL

The Ewert Pool was renovated in 2003, with a portion of the swimming pool newly constructed and a portion of the original structure remaining, The majority of the bathhouse is also the original structure.

Overall the facility is in fair condition, but could use improvements to both the swimming pool and the buildings. The original portion of the swimming pool is in fair condition but contains a significant number of shrinkage cracks. The newer portion also contains construction joints that have delaminated and are in need of repair.

The bathhouse can be renovated and re-utilized for an expanded and redeveloped facility. A significant portion of the existing swimming pool could also be salvaged and utilized, particularly the newer portion. The additions to the facility should include complementary features - such as lazy river, competition pool, water slides, etc…



Ewert Overview

Built in 1970's

Renovated in 2003

Located at 7th St. & School Ave.

Water Surface Area – 9,900 ft²

Demographic Information: 2010
(1 mile radius)

Population: 7,596
Population Distribution
Under 18 yrs.- 24%
18 – 59 yrs. - 61%
60 yrs + - 15%

2010 Attendance:

- Season – 15,400 people
- Peak Day – 467 people
- Days over 350– 6 days

Existing Amenities:

- Zero-depth entry
- Shallow water bench with shade
- Interactive play structure with toddler slide
- Water walk
- Water basketball
- Open water
- Deep water with drop slides
- Large open flume slide
- Concessions area
- Family change room

Potential Improvements

- Lazy river
- Competition pool
- Diving
- Large water slides
- One-meter diving
- Grass deck area
- Spray ground

New Aquatic Center For Joplin



Tentative Schedule

Planning Phase

Gather Public Input	February
Create Concept Plans	Early March
Review at Public Meeting	Mid March
Present to Council Workshop	March/April

Potential Design and Build Phase

Design	April — July 2012
Construction	Aug 2012 — May 2013

Intended Grand Opening
Summer 2013

February 22 | Public Meeting

The City is planning an aquatic center with a budget of $5.8 million, which is intended to replace the existing Schifferdecker Pool. We would greatly appreciate your comments and preferences with respect to possible features and the location of the aquatic center.



Background Information

In August 2011, the residents of Joplin voted to renew the existing 1/4 cent sales tax designated for parks and storm water drainage, in August 2011, which will pay for the new aquatic center.



The amenities for the new aquatic center, and it's location are undetermined at this point. There are a variety of potential features that could be included, as well as, various locations for the aquatic center. The final location will have an impact on how the budget is spent and what features can be afforded. This public meeting is a part of the overall process to determine both amenities and final location.







water's edge aquatic design

RDG...

CGA

POTENTIAL PLAY FEATURES

Shade in Water



Small Sprays



Toddler Slide



Tall Sprays



Floatables



Basketball Goal



Bench with Jets



Climbing Wall



POTENTIAL LARGE FEATURES

Large Water Slide



Interactive Play Structure



Deep water activities



Lap Swimming Exercise



Shallow Water Toddler Areas



Current Channel



POTENTIAL WATER SLIDES

Family Slide



Speed Slide



Body Slide



New Aquatic Center Features
Voting Card

WE WANT YOUR INPUT

The City of Joplin is planning a new aquatic center. Please take some time to review features that could be included in a new or improved pool. Use this sheet to rank your preferences of features you would like to see be a part of the aquatic center. Your preferences will be used in determining which features might be included- fitting within the $5.8 million project budget.

Large Cost Features

The items listed within this category are ones that are most expensive.

Moderate Cost Features

The items listed in this category are at a lesser cost that the "Large Cost Features".

Water Slides

There are a variety of choices for water slides. If water slides are ranked fairly high in the preferences, one or more water slide will be considered for the improvements.

Please rank in order of your interest in having the feature at the Pool.

Large Features
(1: most interested - 7: least interested)

_____ Large water slide
_____ Interactive play
_____ Deep water activities/Diving
_____ Lazy river
_____ Shallow water | toddler areas
_____ Current channel / Vortex
_____ Wave pool

Play | Spray Features
Moderate Features
(1: most interested - 9: least interested)

_____ Shade in water
_____ Small sprays
_____ Toddler slide
_____ Tall sprays
_____ Floatables
_____ Basketball goal
_____ Bench with jets
_____ Climbing wall
_____ Water walk

Water Slides
(1: most interested - 4: least interested)

_____ Family slide
_____ Speed slide
_____ Open/enclosed body slide
_____ Tube/raft slide

The following portion is for any **additional** comments that you wish to include:

_____

_____

_____

_____

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New Joplin Aquatic Center
Potential Features

Large water slide



Interactive
play structure



Deep water activities



Lazy river



Shallow water/
Toddler areas



Current channel/
Vortex



Wave pool



Shade in water



Small sprays



Toddler slide



Tall sprays



Floatables



Basketball goal



Bench with jets



Climbing wall



Water walk

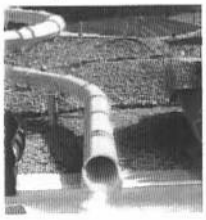


Family slide

Speed slide



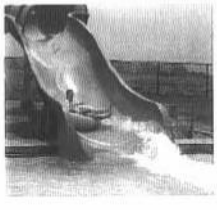
Enclosed
Body slide



Open
Body slide



Tube/raft slide

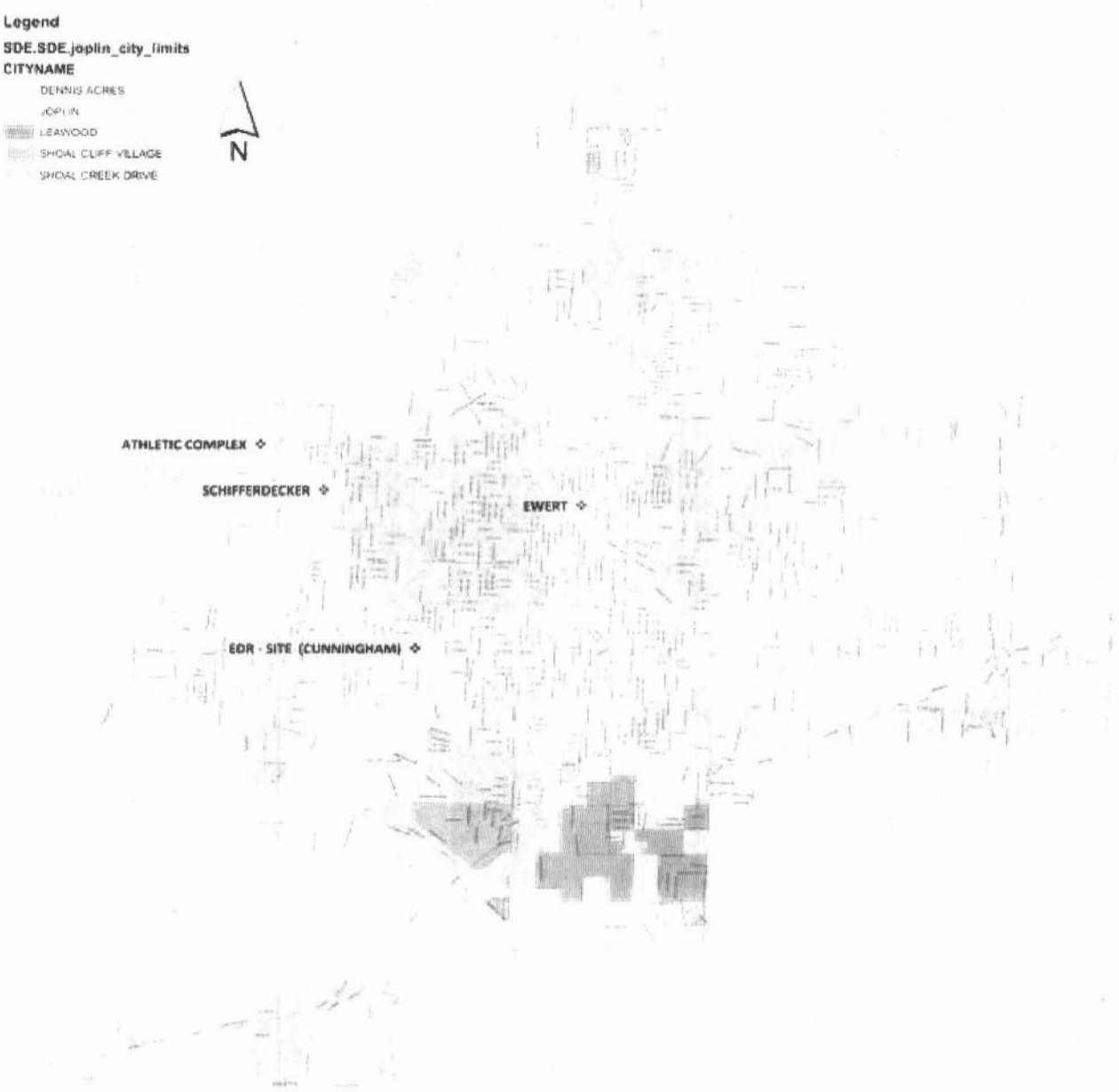


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POTENTIAL POOL SITE LOCATIONS



Locations

Where should the New Aquatic Center be located?

The aquatic center project has a fixed project budget of $5.8 million. The final location selected for the new aquatic center will have an impact on what the money is spent on, and what features can be afforded. For instance, if the new aquatic center is constructed on the site of one of the existing aquatic centers, portions of the facility (such as existing pool, buildings, utilities, parking) can be reused- allowing more of the budget to be spent on other things such as play features.

We would like any opinion you might have on possible locations for the new aquatic center- given potential impact each location might have on how the money is spent.

Currently three pools exist.

•An option is to continue with three aquatic centers, with the new one at Schifferdecker or the Athletic Complex

•Another option is to reduce to two pools, either expand Ewert or Cunningham.

Please provide your preference and comments on the provided Preferred Location Voting Card.

Schifferdecker Park

The existing bathhouse is in good condition, but the existing pool structures and piping are in poor condition and need to be demolished. If the new aquatic center would be located at the existing pool, the existing bathhouse and utilities will be utilized, with the bathhouse expanded to include new concessions area, new entry, and new staffing areas. The parking lot would be expanded to provide more parking.



The following includes a few reasons why Schifferdecker Park might be a preferred location

- Could re-use the existing bathhouse, utilities, and expanded parking.
  - Compared to building on a new site, this might save approximately $500,000, which could be spent an additional aquatic center feature, such as one of the following.
    - Additional water slide complex- 2 water slides
    - 200 feet of lazy river
    - Large interactive play structure with dumping bucket
- Pleasant existing park setting with rolling terrain and mature trees
- Complementary park amenities- family members using aquatic center while others at ball games, tournaments, tennis matches, or golf course.
- Easy to find for visitors to Joplin

Athletic Complex/New Site

The new aquatic center could be constructed at the Athletic complex, building all-new features and amenities. The location of the aquatic center would be at the north or northwest part of the site.



The following includes reasons that the Athletic Complex might be a preferred location.

- All new construction, including parking lot and bathhouse.
- All new and fresh park setting
- Complementary park amenities- family members using aquatic center while others at ball games, tournaments, tennis matches, or golf course.

Ewert Park

The Ewert Pool facility was renovated in 2003. The pool and bathhouse are in fair condition. New aquatic amenities could be added- expanding the facility to provide a wider range of opportunities. The existing pool would be preserved and the bathhouse expanded to include a new concessions area, new entry, and new staffing areas. The parking lot would be expanded to provide more parking.



The following includes a few reasons why Ewert Pool might be a preferred location

- Could re-use and expand the existing bathhouse, utilities, swimming pool, and parking.
  - Compared to building on a new site, this might save approximately $500,000, which could be spent an additional aquatic center feature, such as one of the following.
    - Additional water slide complex- 2 water slides
    - 200 feet of lazy river
    - Large interactive play structure with dumping bucket
- Expanded pool facility to include a wider range of recreational play features and amenities.
- Reduced operational expenses paid through property taxes on city residents- less expenses by operating two aquatic centers instead of three.

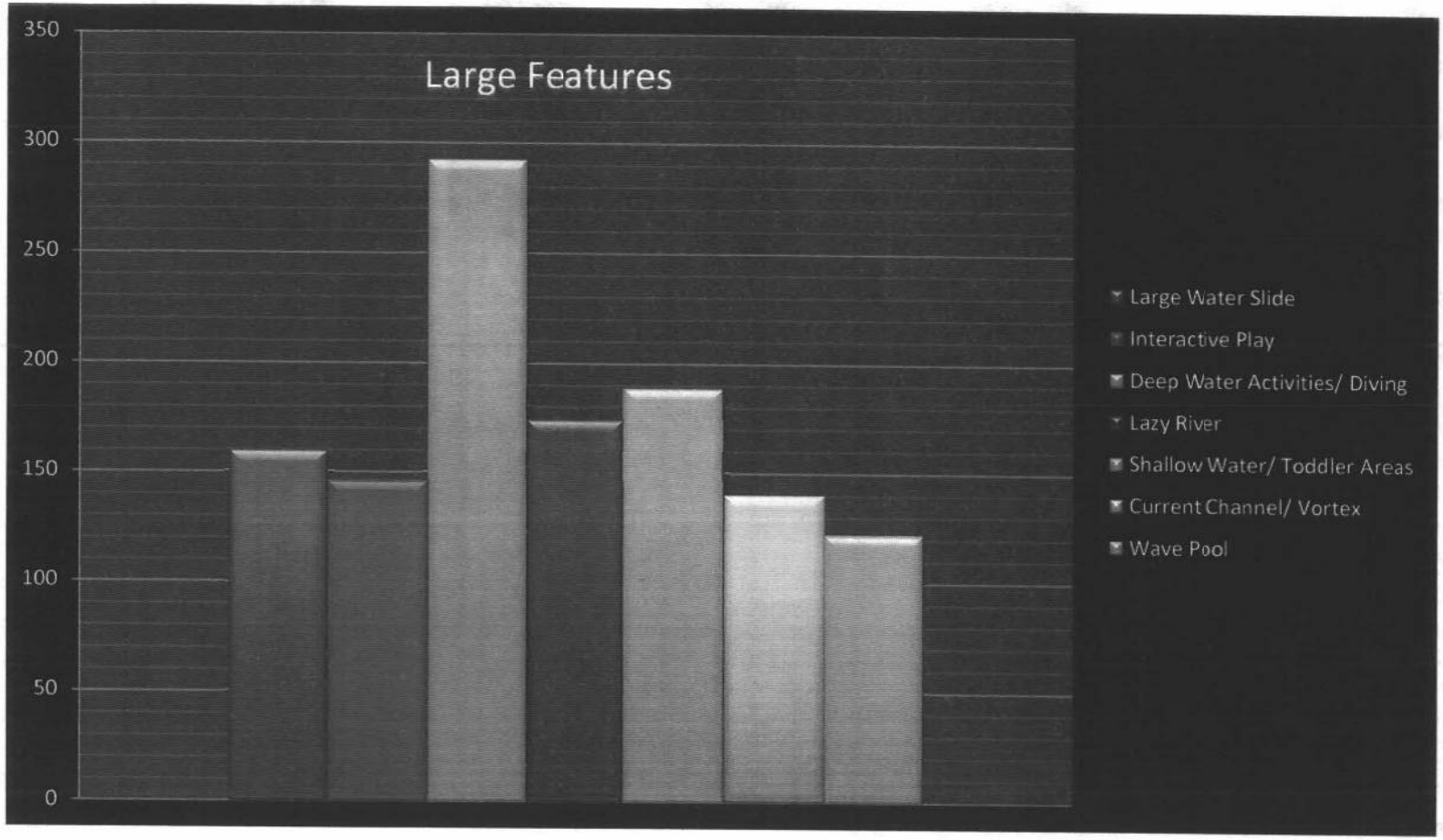
Cunningham Park/EDR Area

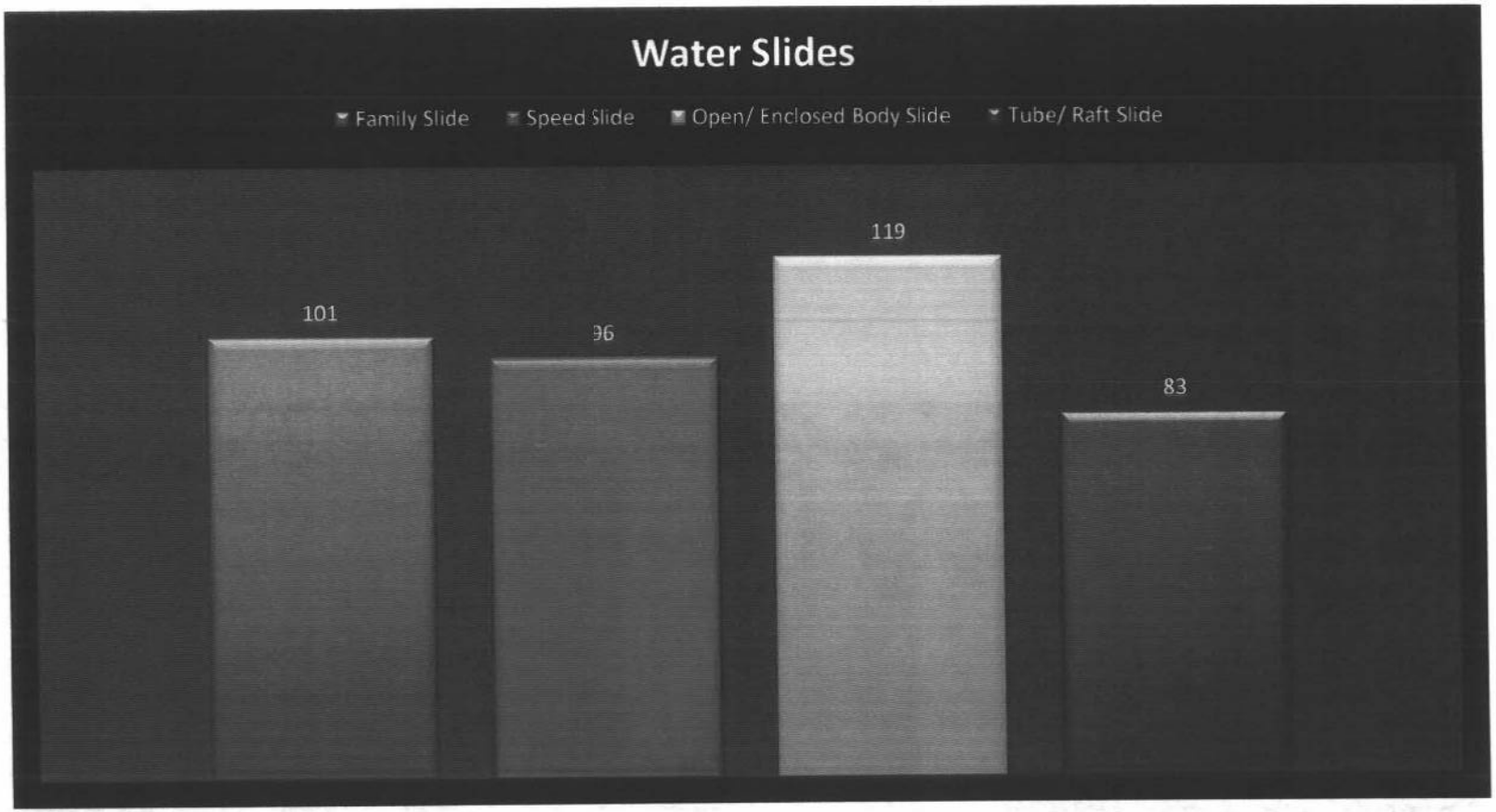
The Cunningham Pool facility was renovated in 2005. While it was struck by the May 2011 tornado, it is currently being renovated and improved for re-opening May 2012. New aquatic amenities could be added- expanding the facility to provide a wider range of opportunities. The existing pool would be preserved and the bathhouse expanded to include a new concessions area, new entry, and new staffing areas. The parking lot would be expanded to provide more parking.

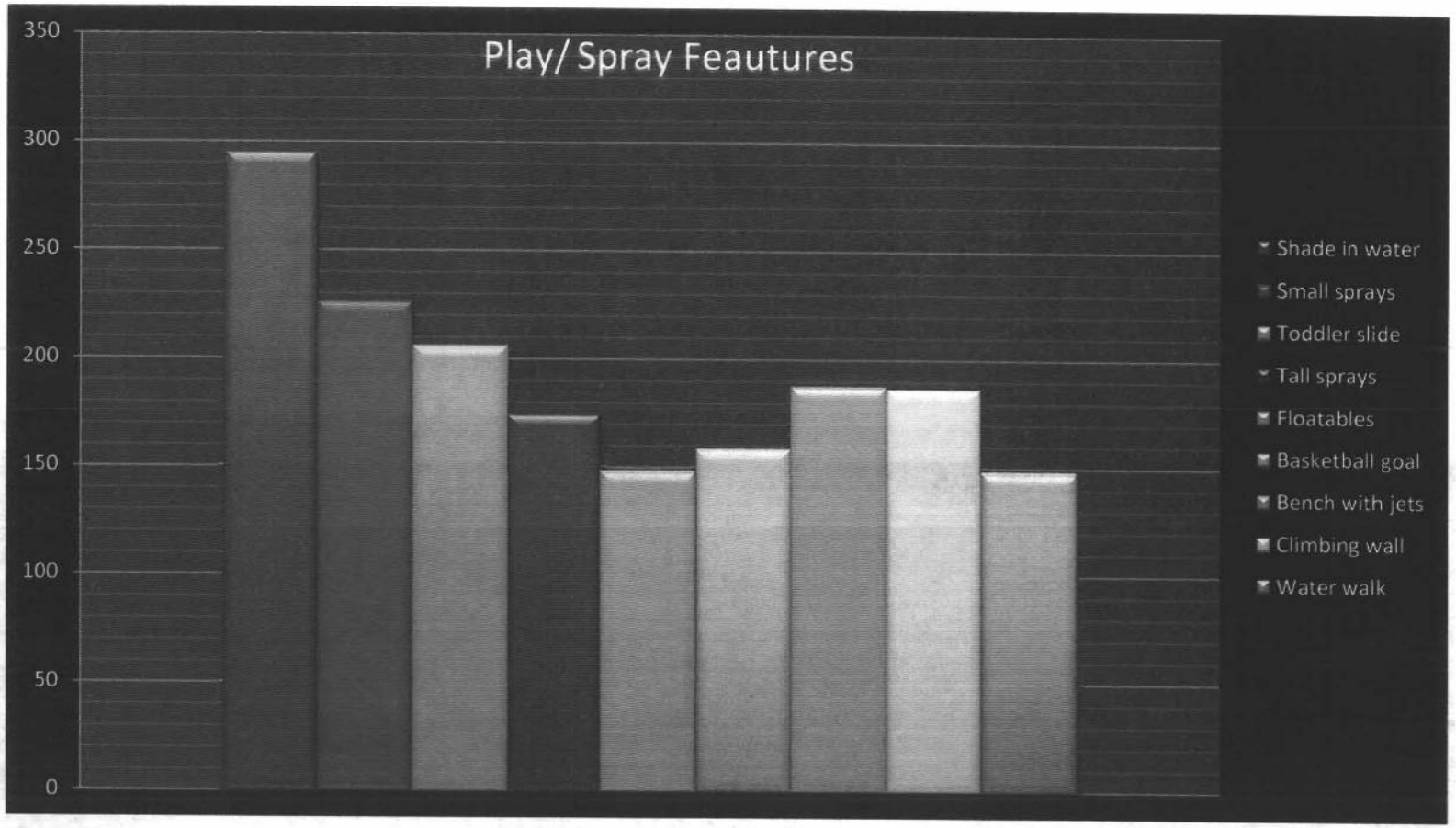


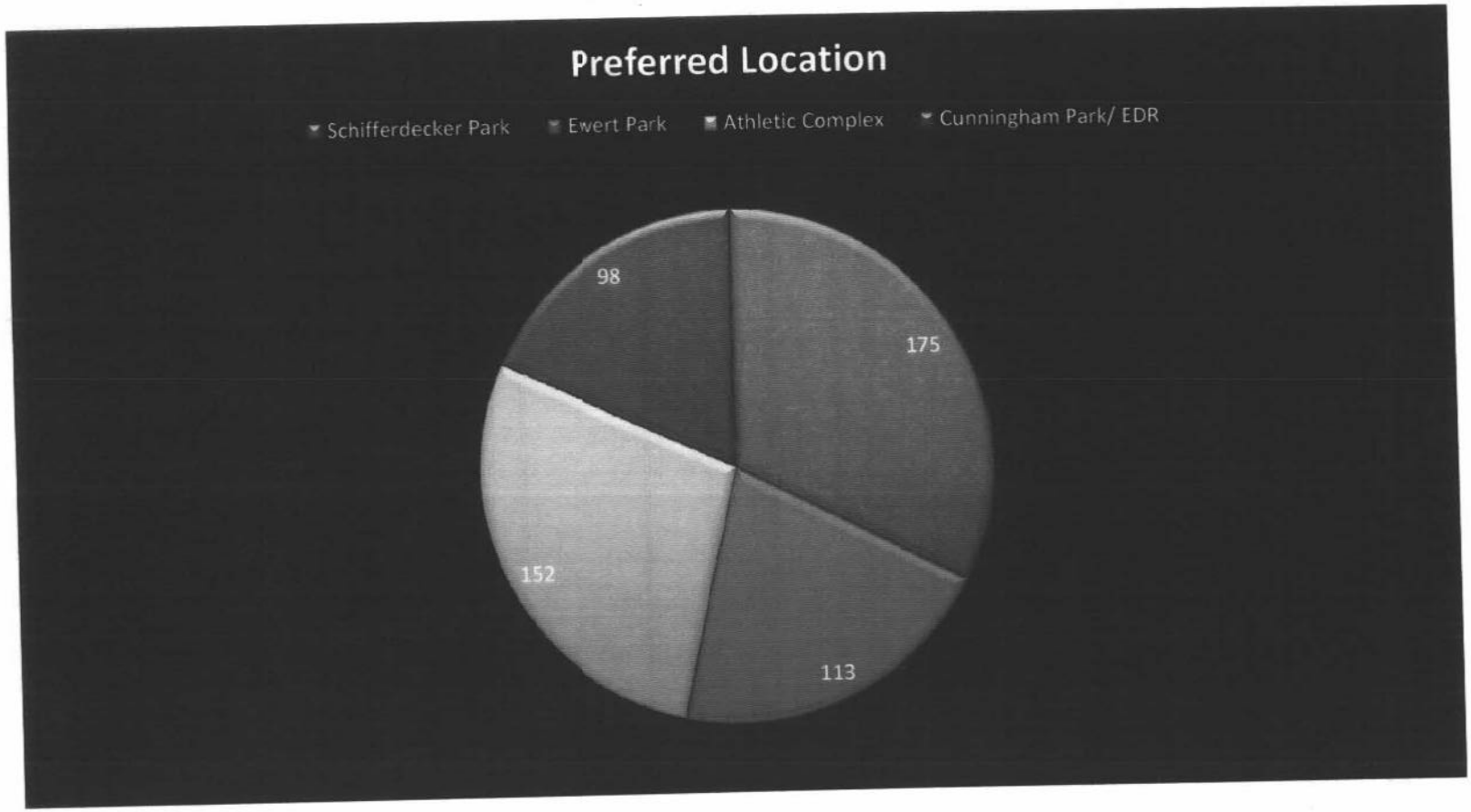
The following includes a few reasons why Cunningham Pool might be a preferred location

- Could re-use and expand on the existing bathhouse, utilities, swimming pool, and parking.
  - Compared to building on a new site, this might save approximately $500,000, which could be spent an additional aquatic center feature, such as one of the following.
    - Additional water slide complex- 2 water slides
    - 200 feet of lazy river
    - Large interactive play structure with dumping bucket
- Expanded pool facility to include a wider range of recreational play features and amenities.
- Reduced operational expenses paid through property taxes on city residents- less expenses by operating two aquatic centers instead of three.
- The expanded facility could become a regional centerpiece for new parks within the damaged areas, potentially sparking additional redevelopment needed in the area.


Large Features
350
300
250
200
150
100
50
0
Large Water Slide
Interactive Play
Deep Water Activities/ Diving
Lazy River
Shallow Water/ Toddler Areas
Current Channel/ Vortex
Wave Pool


Water Slides
Family Slide
Speed Slide
Open/ Enclosed Body Slide
Tube/ Raft Slide
101
96
119
83


Play/ Spray Feautures
350
300
250
200
150
100
50
0
Shade in water
Small sprays
Toddler slide
Tall sprays
Floatables
Basketball goal
Bench with jets
Climbing wall
Water walk


Preferred Location
Schifferdecker Park
Ewert Park
Athletic Complex
Cunningham Park/ EDR
98
175
152
113

Comments from Location Voting Sheets:

Comments:	Number of people with same comment
Enlarge Bathrooms	1
Athletic Complex would be too hard to get back to	1
Parking is a must for an aquatic center	8
Year round staff	1
A covered pool- allows year round	13
Athletic Complex provides plenty of room, Ewert and Cunningham are too small.	3
25 yard x 50 meter pool / Competitive Pool	33
Swim lanes needed	4
Clean bathroom and showers and separate changing rooms	1
Starting Blocks at both ends	6
Viewing for over 700 people	4
Timer, Touch Pad, Display	3
Deep Water Diving	2
Reducing to two pools, and putting the new pool at one of those locations.	1
Topeka, Blaisdell- Great Example	1
Not too Shallow	2
Slides with Shallow Water Exit's	1
Paradise Cove @ Oceans of Fun- good example, maybe not on that big of a scale	1
Whichever location offers the best bang for our buck	3
Space is a must, needs enough room for large pool and deck area.	
Would like to see pool built closer to I-44, easy access for out-of-towners. Ideally an indoor competition pool at the hs & an aquatic center on the south side of town.	2
Shaded spectator area	1

Comments from Features Voting Cards:

Comments:	Number of people with same comment
50 Meter/ 25 yards- Competitive Pool	45
Enclosed Pool- Year Round	15
Lots of Seating	9
Clear inner tubes so life guards can see underneath them	1
Lap Lanes	6
Will bring in more income for Joplin	6
Large Slides with not interfere with a competition pool but will attract play groups	1
Starting Blocks	6
Good Sound System	2
Wave Barrel	1
Sprays and Slides are not as important as a competitive pool	1
Flow Rider	1
Timer, touch pads	2
Please review the 30 + letters the Rufus Racing Team wrote a few months ago	1
Deep area to accommodate 1M spring board	1
Removable Cover	4
Blue Springs, MO- good example	1
Adequate parking	1
Diving area, steep slide and twisty long slide	1
Shallow area, for sprays	1
Lawrence, KS- good example	1
Slide with shallow exits (for all ages)	1
Lots of Shade	1

Features Cards-

21 out of 59 people (35%)- did not fill out the features card correctly, seems as if only interest was the competitive pool.

45 out of 59 (76%)- people mentioned a competitive sized pool.

11 out of 59 (18%)- filled out all the features card fully and did not mention a 50 meter pool.

water's edge aquatic design LLC

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Preliminary Swimming Pool Program- New Joplin Aquatic Center- March 8, 2012

Construction Budget-	$5.3M
Approx. Size-	12,000 to 14,000 square feet
Approx. Patron Load-	700 swimmers
Capacity- peak day-	1,500 to 1,800 (depending upon guarding safety and available deck space)
Needed Parking-	175 to 200 spots estimated, with overflow on events

Desired Features

- Zero-depth entry
- Spray features
- Lap exercise
- Water slide(s)
- Deep water with diving or drop slide
- Competition pool
- Lazy river or current channel
- Shade/lounging
- Concessions eating
- Birthday parties and events
- Lighting for evening events
- Room for future expansion- new features/indoor swimming

Preliminary Building Program

- Decent administrative area
  - Admissions
  - Lifeguard room
  - Office
  - Storage
- Estimated Plumbing Fixtures

	Men's	Women's
Toilets	2	5
Urinals	3	---
Showers	4	4
Lav.s	2	2

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field analysis report – athletic complex

Analysis Date:	2.20.12	**Time:**	5:00 pm
Project:	City of Joplin – Aquatics Complex		
Project No.:	2012.04.00	**File No.:**	7.3
Weather:	Overcast		
Issued By:	Jason Blome		

The following observations were made as part of a field visit to the captioned project.

1) Park Size
   a) Total Park = 110
   b) Aquatic Site Option A = +/- 11 acres northwest of softball
   c) Aquatic Site Option B = +/- 4 acres northeast of softball
2) Vehicular Access
   a) One access point from the south.
   b) The location is not centrally located within Joplin.
3) Pedestrian Access
   a) Poor connection. No walks available.
4) Public Transportation
   a) No bus routes to the athletic complex are available.
5) Parking Lots
   a) There is adequate parking within the Athletic Complex, however the possible aquatics location may be far away from the existing concrete parking lot.
   b) A gravel lot is currently being constructed north of the softball fields and east of the potential aquatics site location.
      i) Gravel would not be the ideal parking lot surfacing for the aquatics center.
6) Adjacent Park Features
   a) General - Ok relationship with athletic components, probably not ideal. Cunningham and Schifferdecker may have the ideal adjacent park features.
   b) North - none.
   c) South -Softball complex.
   d) East - Entry road, baseball stadium, parking, soccer, tennis and City Buildings.
      i) This location could be ideal for City staff if based out of the Athletic Complex Buildings.
   e) West - Open space, Joplin city limits.
7) Adjacent Land Use Relationships
   a) North - Residential, trailer home park.
   b) South - Outdoor movie theater and outdoor storage facility
   c) East - Residential
   d) West - Industrial/Outdoor storage facility.
8) Entry Experience
   a) The vehicular entry experience would consist of passing the softball complex and potentially sharing the parking lot.
9) Visibility/Image
   a) The visibility is somewhat poor. The location at the complex is hidden behind the softball complex.
   b) The location could be hard to find if not familiar with Joplin.
   c) If the aquatics were placed east of the softball parking, overhead utilities could be a conflict.

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10) Land/Expandability
    a) Park is City owned.
    b) A drainage way runs nearby along the west edge.
    c) Need to understand the City's long term goals and potential program for the undeveloped portion of this park.
11) Development Costs
    a) Poor soils have been encountered on this site. Could impact budget and schedule.
    b) Groundwater could be an issue with the deeper excavations.
    c) Local mines have been encountered in this area and may not be mapped out.
    d) Utilities for an aquatic center may not be near. Need to confirm with Water's Edge.
12) Existing/Shared Infrastructure
    a) Need to confirm what utilities are available on-site.
    b) Topography and gravity flow need to be considered with this site selection. Will a pump station be required if this site is selected?
13) Schedule Impact
    a) Depending on soils, local utilities available and desired aquatics program, this site could provide for a quick construction schedule compared to the other locations.
14) Population Base
    a) The Athletic Complex lies on the northwest edge of the Joplin city limits. It would require transportation for the majority of the users at this location.
15) Questions about the Athletic Complex:
    a) How would this park be impacted if one of the other sites were chosen for the aquatics improvements?
    b) What is the public's perception of aquatics at this location?

Respectfully submitted, Jason Blome

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field analysis report – schifferdecker park

Analysis Date:	2.20.12	**Time:**	1:00 pm
Project:	City of Joplin – Aquatics Complex		
Project No.:	2012.04.00	**File No.:**	7.3
Weather:	Overcast		
Issued By:	Jason Blome		

The following observations were made as part of a field visit to the captioned project.

1) Park Size
   a) Total Park = 150 acres
   b) Total Park – Golf Course = 40 acres
   c) Existing aquatics site & existing parking lot = +/- 3.4 acres acres
   d) Potential south aquatics expansion = +/- 1.6 acres
2) Vehicular Access
   a) Vehicular access is good, better than the Athletic Complex site.
   b) The park is not as centrally located within Joplin compared to Ewert Park and Cunningham Park.
   c) 7th Street along the south and Schifferdecker Drive to the east of the park provides easy access.
   d) Other minor roads connect to the park from the north, east and west.
3) Pedestrian Access
   a) North - From north to Pool Road is good, both sides of the street has sidewalks.
   b) South - Poor on both sides of Schifferdecker Road, no walks due to plant material and challenging topography along Schifferdecker Road.
   c) East - Good from both sides of Pool Road.
   d) West - None.
4) Public Transportation
   a) A bus route runs adjacent to the park.
   b) A bus stop is located on Pool Road, just to the east of the park entry.
5) Parking Lots
   a) South lot adjacent to existing aquatics = 64 parking stalls.
      i) On-street parking on Pool Street appears to be used during busy days.
      ii) Asphalt is not new, but in fair condition.
      iii) Current parking layout is somewhat confusing and inefficient.
6) Adjacent Park Features
   a) North - Parking, sand volleyball, basketball, skate park, flexible open space and play equipment.
   b) Northwest – Formal garden.
   c) South - Various play equipment (some new, some very old), basketball, shelters, restroom building and open space.
   d) East - Horseshoe pit and restroom building.
   e) West - Joplin Museum Complex, shelters, storage, some open space and Schifferdecker Golf Course.
7) Adjacent Land Use Relationships
   a) General - Good relationship within the community park.
   b) North - City facilities and residential.
   c) South - Commercial/Industrial south of 7th Street.

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d) East - Commercial (American Legion, Joplin Association for the Blind, Knapp Family Medicine, Tax Service)
e) West - Schifferdecker Golf Course, then storage yard and outdoor theater?

8) Existing Aquatics Building
   a) Building is dated. Could use more transparency into the building, feels closed off. Could use more of an obvious entry/ticketing point.
   b) Building character aligns with adjacent Joplin Museum Complex, but could be modernized.
   c) Located on the north portion of the aquatics.
      i) Good solar orientation
      ii) Good location from parking lot to entry.
9) Entry Experience
   a) Aesthetic experience could be improved.
      i) Ticketing enhancements.
      ii) The parking lot to building entry needs to be enhanced. Good proximity, but lacks buffer.
10) Pool Facility
   a) The pool deck and lighting are in poor condition.
   b) The multiple levels of the deck look unsafe, and potentially unnecessary.
11) Visibility/Image
   a) The visibility is good from a community standpoint, but may be hard to find from a regional standpoint.
12) Land/Expandability
   a) Park is City owned.
   b) Potential room to expand south and/or east. Some topography challenges may need to be overcome.
   c) Potential parking expansion to the west and possibly to the east.
13) Development Costs
   a) Development costs could be larger than the other site options considering the amount of removal potentially needed at this site. There are also a less amount of available parking stalls at Schifferdecker compared to Ewert and Cunningham.
   b) Utility costs are to be determined. It is assumed the appropriate utility is there serving the existing aquatics.
14) Existing/Shared Infrastructure
   a) Need input from Water's Edge regarding existing utilities.
   b) It is assumed, at this point, that the infrastructure that provides service to the existing aquatics features would be adequate for an expansion/renovation.
15) Schedule Impact
   a) Depending on the final program and site expansion area, the site could have a longer construction schedule due to the potential of more removal at this site compared to the others.
16) Population Base
   a) Schifferdecker Park lies on the northwest edge of the Joplin city limits. It provids some direct adjacencies to residential areas, but would require transportation for the majority of the users at this location.
17) Questions about Schifferdecker Park:
   a) If this site is not selected, would the existing aquatics component be removed?
   b) How would this park be impacted if one of the other sites were chosen for the aquatics improvements?
   c) What is the public's perception of aquatics at this location?

Respectfully submitted, Jason Blome

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field analysis report – cunningham park

Analysis Date:	2.20.12	**Time:**	10:00 am
Project:	City of Joplin – Aquatics Complex		
Project No.:	2012.04.00	**File No.:**	7.3
Weather:	Overcast		
Issued By:	Jason Blome		

The following observations were made as part of a field visit to the captioned project.

1) Park Size
   a) Total Park = 8.6 acres
   b) Existing aquatics site & existing parking = +/- 3 acres (within the 8.6 acres)
   c) Potential expansion to the east (4 residential lots) = +/- 1.1 acres (addition to the 8.6 acres)
2) Vehicular Access
   a) Vehicular access is good from South Maiden Lane (west border of the site) and 24th Street (south border of the site).
   b) Other minor roads connect to the park from the north and east.
   c) The adjacent roadways provide easy access to the site, but feel less busy than 7th Street near Ewert Park.
3) Pedestrian Access
   a) North - OK. Confirm.
   b) South - No sidewalk connection along South Maiden Lane. Connection south goes through the park.
   c) East - OK Confirm.
   d) West - No connection. This is an empty lot and drainage way.
   e) The asphalt path that loops around the aquatic center is in ok to poor condition.
4) Public Transportation
   a) A bus route runs adjacent to the park. A bus stop is located to the west of the aquatics center.
5) Parking Lots
   a) North lot adjacent to existing aquatics = 117 parking stalls.
      i) Asphalt is not new, but in good to fair condition.
      ii) The parking lot east of the main aquatics building is in somewhat poor condition.
   b) South lot on south side of park with access from 24th Street = 22 parking stalls.
      i) Asphalt is not new, but in good to fair condition.
6) Adjacent Land Use and Relationships
   a) North - Residential. Homes were damage by the tornado and are being repaired.
   b) South - Cunningham Park. This park was re-built by volunteers with the assistance of "Extreme Home Makeover."
   c) Further South - Hospital. Completely destroyed by the tornado. The building will be removed.
   d) East - Residential. Homes were completely destroyed by the tornado. City to confirm status of this land.
   e) West - Empty lot. Possible overflow parking opportunity? Could be a pedestrian crossing issue here with busy traffic.
7) Adjacent Park Features
   a) Basketball court with seating and lights.
   b) Shelter.
   c) Playground feature.
   d) 2011 tornado volunteer dedication space.

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e) Fallen citizen memorial from 2011 tornado.
f) Pond with waterfall feature.
g) Walking paths.
h) X acres of open space.

8) Existing Aquatics Building
   a) Building is dated.
   b) Located on the east portion of the aquatics.
      i) Fair to poor solar orientation. Shade will not interfere with aquatics in afternoon hours.
      ii) Poor location from parking lot to entry.
9) Entry Experience
   a) Aesthetic experience could be improved.
      i) Have to walk next to outdoor mechanical space south of the main building.
      ii) Have to walk down steps from the east parking lot.
      iii) Ticketing enhancements.
      iv) The east parking lot is located in an alleyway.
10) Visibility/Image
   a) The existing aquatics has good to great visibility in relationship to the newly re-built southern portion of Cunningham Park. The park has most likely gotten more recognized and used since the new improvements.
   b) The existing parking lot is in a good location to provide for the south park and the existing aquatics to the north.
   c) The parks image reflects that of the volunteers and the events of the 2011 tornado.
   d) An aquatics expansion/renovation in this park could signify and enhance the "Rebuild Joplin" efforts that continue to happen.
      i) If this site is chosen for aquatics enhancements, renovations, or additions, it may be necessary to continue the concept that was designed for the southern portion of Cunningham Park.
      ii) Wooden stars with messages from volunteers were placed throughout and around Cunningham Park.
   e) There is a potential significant view from the playground space, north to the aquatics center.
11) Land/Expandability
   a) Park is City owned.
   b) Potential expansion could be limited in this park.
   c) There is little to not room to expand to the north. The existing aquatics lies directly adjacent to a roadway.
   d) The existing topography is workable for an expansion.
   e) There may be potential to expand east, if the pool building could be relocated, or if there is potential for the City to purchase the empty lots to the east of the aquatics center.
   f) There is potential to expand south, if the City were able to relocate or eliminate a portion of the existing parking lot. There may be potential to expand parking to the east, if the empty residential lots were available. Overflow parking west of South Maiden Lane could also be a possibility, pending land availability.
   g) Pending adjacent land availability, and pending desired aquatics program, Cunningham Park is the most land-locked of all the aquatics site options.
12) Development Costs
   a) Pending the desired aquatics program and pending decision on what happens with the existing pool building, development costs to the south could be somewhat minimal considering the removal of some of the existing parking lot.
   b) Costs would begin to increase if the existing pool building were to be relocated.
   c) Utility costs are to be determined.
13) Existing/Shared Infrastructure
   a) Need input from Water's Edge regarding existing utilities.
   b) It is assumed, at this point, that the infrastructure that provides service to the existing aquatics features would be adequate for an expansion.
14) Schedule Impact
   a) Depending on the final program and site expansion area, the site could be good for a quick design and construction schedule.
   b) The schedule for a Cunningham Park aquatics expansion could be similar as to an Ewert Park aquatics expansion.

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15) Population Base
    a) Cunningham Park has a good central location aquatics site compared to Schifferdecker Park and the Athletic Complex in relation to the Joplin City Limits.
    b) The park serves as a good transition from the hospital and western commercial buildings, to the residential areas to the north and east. This location also allows for good pedestrian access from the north and south.
16) Questions about Cunningham Park:
    a) Would this park be successful without any renovations or additions?
    b) How would this park be impacted if one of the other sites were chosen for the aquatics improvements?
    c) How would the previous construction work at Cunningham Park impact aquatics improvements here?
        i) Are there any sensitivities with additions to this aquatics center as it relates to the 2011 tornado?

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field analysis report – ewert park

Analysis Date:	2.20.12	**Time:**	3:00 pm
Project:	City of Joplin – Aquatics Complex		
Project No.:	2012.04.00	**File No.:**	7.3
Weather:	Overcast		
Issued By:	Jason Slome		

The following observations were made as part of a field visit to the captioned project.

1) Park Size
   a) Total Park = 11.5 acres
   b) Existing Aquatic Site & existing parking lot = +/- 3 acres
   c) Potential expansion to the north = +/- 1.9 acres
2) Vehicular Access
   a) Vehicular access is good from the east and west relating to major roadways in Joplin.
   b) 7th Street along the south side of the park is very busy.
   c) Other minor roads connect to the park from the north, east and west.
3) Pedestrian Access
   a) North - OK. Sidewalks from residential through the industrial district.
   b) South - 7th Street Corridor. Heavy vehicular zone. Sidewalks are in good condition. Not sure on how much pedestrian traffic goes through this zone to the park?
   c) East - Poor access along 6th Street. Good sidewalks along 7th Street.
   d) West - No walks along the park drive. Good sidewalks along 7th Street.
4) Public Transportation
   a) A bus route runs adjacent to the park.
   b) A bus stop adjacent to the park was not found.
5) Parking Lots
   a) South lot adjacent to existing aquatics = 98 parking stalls.
      i) Asphalt is not new, but in good to fair condition.
   b) North lot = 46 parking stalls.
      i) Asphalt is not new, but in good to fair condition.
6) Adjacent Land Use and Relationships
   a) North - Existing little league ballpark.
   b) Northeast - AmeriCorps Recovery Center (located within the same block)
      i) This building's backyard is very cluttered and may not be an ideal adjacency to a new aquatics development.
      ii) Is this building available for inclusion/renovation for the potential aquatic center expansion if the City could purchase?
   c) North of ballpark – Large industrial building.
      i) This is a very large building and would be an unsightly adjacency to an aquatics expansion.
   d) South - 7th Street Corridor with commercial businesses.
   e) East - Healthcare Linen Specialists (commercial/industrial)
   f) West - Storage facilities/warehouses, then downtown district further west.
7) Adjacent Park Features
   a) Tennis courts with lights.
   b) Basketball

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c) 2 Shelters
d) Playground feature
e) Little league ballpark
f) Little open space
g) Site lighting in Ewert Park matches the site lighting that was recently installed in Cunningham Park.

8) Existing Aquatics Building
   a) Building is dated.
   b) Located on the south portion of the aquatics.
      i) Poor solar orientation
      ii) Good location from parking lot to entry.

9) Entry Experience
   a) Aesthetic experience could be improved.
      i) Pedestrian bridge enhancements.
      ii) Drainage channel enhancements.
      iii) Ticketing enhancements.
      iv) Vehicular access experience could be improved from 7th Street. Could stone signage be added along 7th Street?

10) Visibility/Image
   a) The park somewhat hidden while traveling on 7th Street. Possibly because the park is sunken relating to the topography in this district. Setting lower in topography also traps in adjacent traffic noise.
   b) The 7th Street corridor business signage competes for the parks visibility.
   c) The park is surrounded by commercial and industrial buildings.
   d) A constant traffic noise is experienced while in the park due to its surroundings.
   e) If the aquatics in Ewert Park expanded north, it would be directly adjacent to the industrial buildings and backyard of the AmeriCorps Recovery Center Building.
   f) Signage at the building could be improved to tie into the City of Joplin entry signage characteristics.

11) Land/Expandability
   a) Park is City owned.
   b) Potential expansion to the north would eliminate the existing little league ballpark.
   c) Potential expansion to the northeast would require acquisition of the AmeriCorps Recover Center site.
   d) The potential expansion area lies close to a flood plane. This flood plane needs to be defined prior to final recommendations for a north aquatics expansion.

12) Development Costs
   a) Pending the desired aquatics program, development costs to the north could be somewhat minimal considering the removal of minor ballpark components.
   b) Utility costs are to be determined.
   c) Potential acquisition of the AmeriCorps Recovery Center site is to be determined.

13) Existing/Shared Infrastructure
   a) Need input from Water's Edge regarding existing utilities.
   b) It is assumed, at this point, that the infrastructure that provides service to the existing aquatics features would be adequate for an expansion.

14) Schedule Impact
   a) Depending on the final program and site expansion area, the site could be good for a quick design and construction schedule.
   b) The schedule for an Ewert Park aquatics expansion could be similar as to a Cunningham Park aquatics expansion.

15) Population Base
   a) Ewert Park is the most centrally located aquatics site compared to Schifferdecker Park, Cunningham Park and the Athletic Complex in relation to the Joplin City Limits.
   b) The park's direct surroundings may limit the amount of pedestrian traffic to the park. The park feels somewhat disconnected from residential areas.

16) Questions about Ewert Park:
   a) Would this park be successful without any renovations or additions?
   b) How would this park be impacted if one of the other sites were chosen for the aquatics improvements?

Respectfully submitted, Jason Blome

H:\2012\2012.401.00 Joplin, City of - Aquatic Complex\Text\01 Planning\1.1 Master Planning Reports\Site Option Analysis\Field Analysis Report - Ewert Park.docx

Aquatic Center Site Comparison
Joplin, Missouri

Water's Edge Aquatic Design RDG and Associates Corner Greer and Associates and City of Joplin Aquatics Committee

Selection Criteria	Site A Schifferdecker Score	Site B Athletic Complex Score	Site C Ewert Park Score	Site D Cunningham Park Score
Cost				
Construction	6.8	8.3	12.0	10.5
Operation	11.3	8.6	12.0	11.6
Expansion	8.0	7.8	6.0	3.8
Parking	7.5	7.5	6.3	5.0
Utilities	8.6	3.4	8.3	7.7
Site configuration	8.8	5.5	5.0	4.5
Subtotal	**50.8**	**41.1**	**49.5**	**43.1**
Rank	**1**	**4**	**2**	**3**
Function				
Public safety	7.1	4.9	7.4	8.0
Emergency access	8.3	6.3	7.7	8.3
Vehicular access	12.4	10.5	10.1	10.5
Service access	3.8	3.9	3.0	3.0
Pedestrian access	8.6	4.1	12.0	9.8
Security	7.0	4.3	7.0	7.5
Topography	9.4	9.4	8.3	10.9
Drainage	12.8	5.6	9.0	10.9
Soils	6.4	6.9	7.7	9.5
Subtotal	**75.7**	**55.8**	**72.2**	**78.3**
Rank	**2**	**4**	**3**	**1**
Perception				
Community Acceptance	14.6	9.0	8.3	8.6
Land Use-adj. property	13.5	10.1	6.0	10.9
Economic Impact on surroundings	6.4	6.0	11.6	9.0
Visibility	12.8	4.1	11.3	13.5
Subtotal	**47.3**	**29.3**	**37.1**	**42.0**
Rank				
Total Score	**173.9**	**126.1**	**158.8**	**163.4**
Rank	**1**	**4**	**3**	**2**

Score: 1 thru 15 (1 = Least Desirable/Lower Score; 15 = Most Desirable/Higher Score)
Scores also factored in relative importance of criteria for comparing between locations

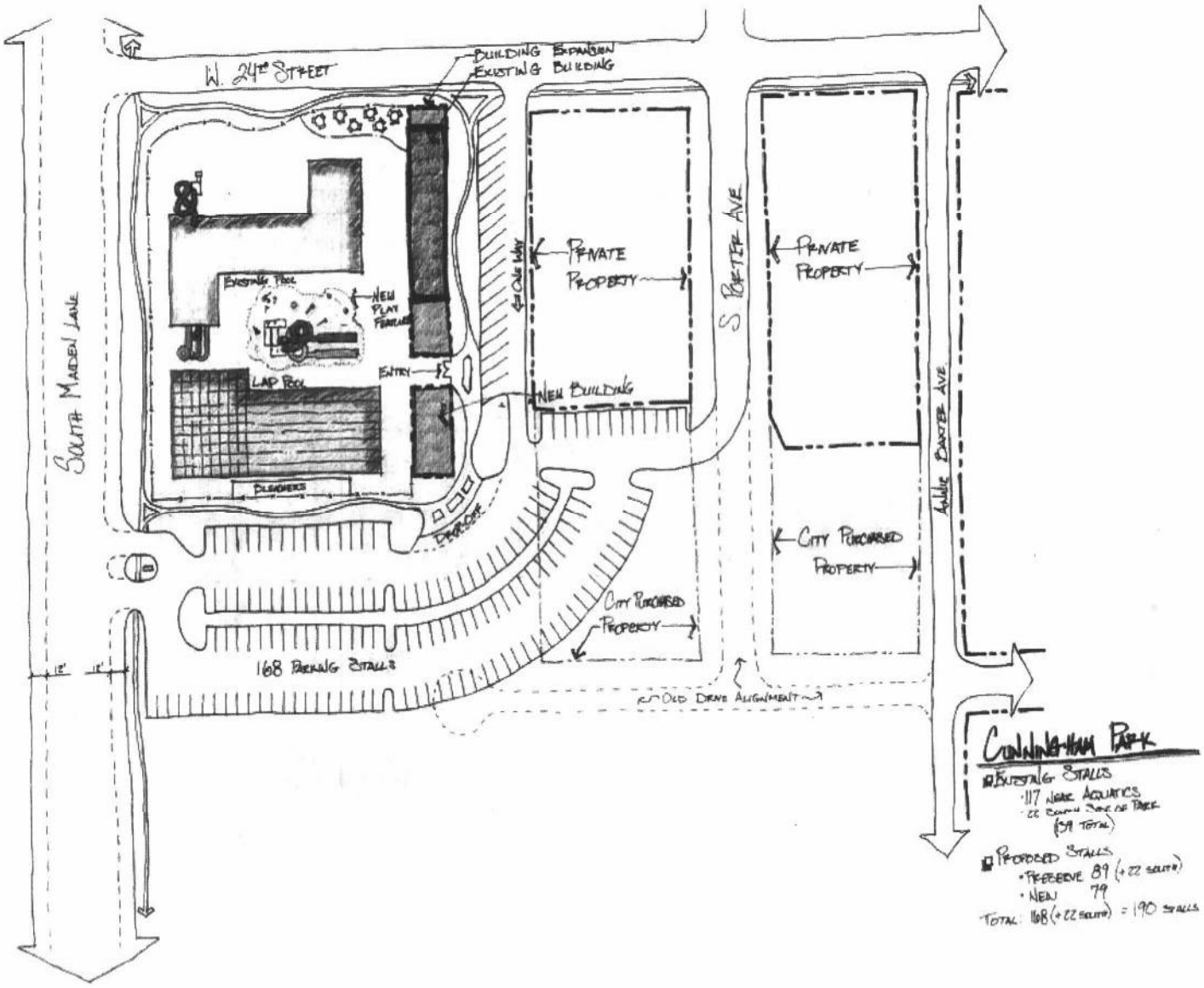
Site A = Schifferdecker Park- in same location as existing pool

Site B = Athletic Complex- north end of property

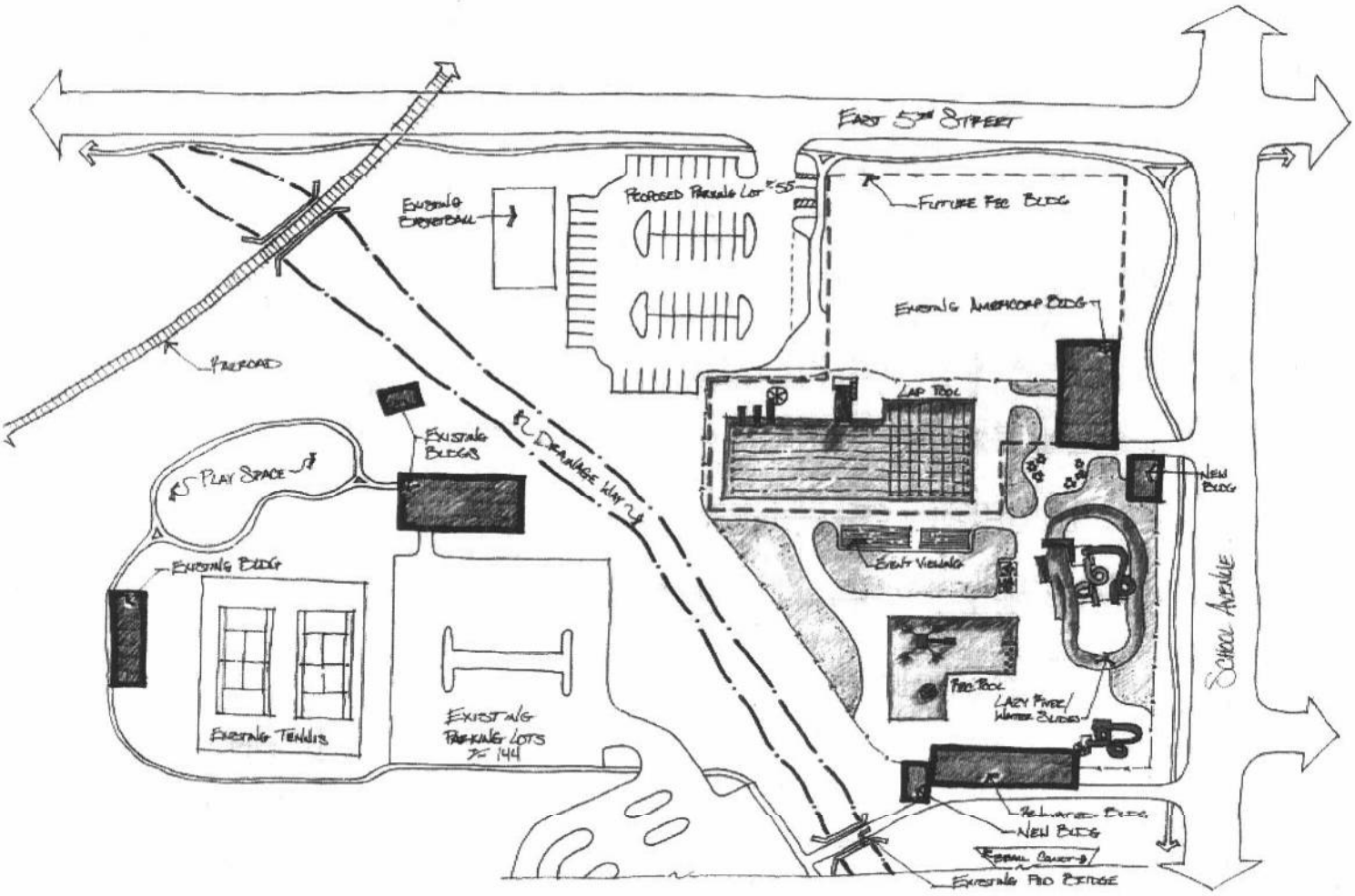
Site C = Ewert Park- adding to the existing facility

Site D = Cunningham Park- adding to the existing facility

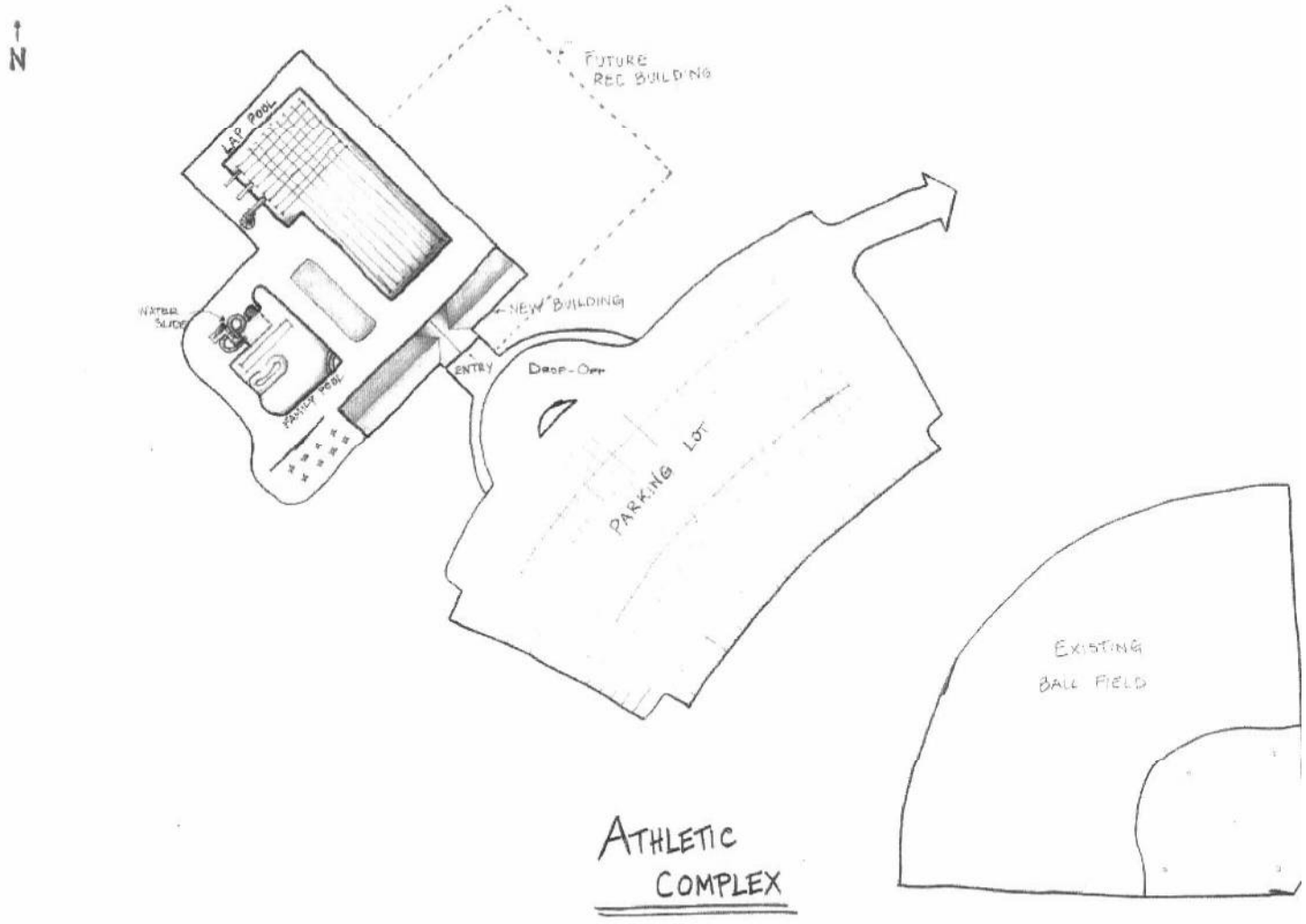
Cunningham Park/ EDR Area



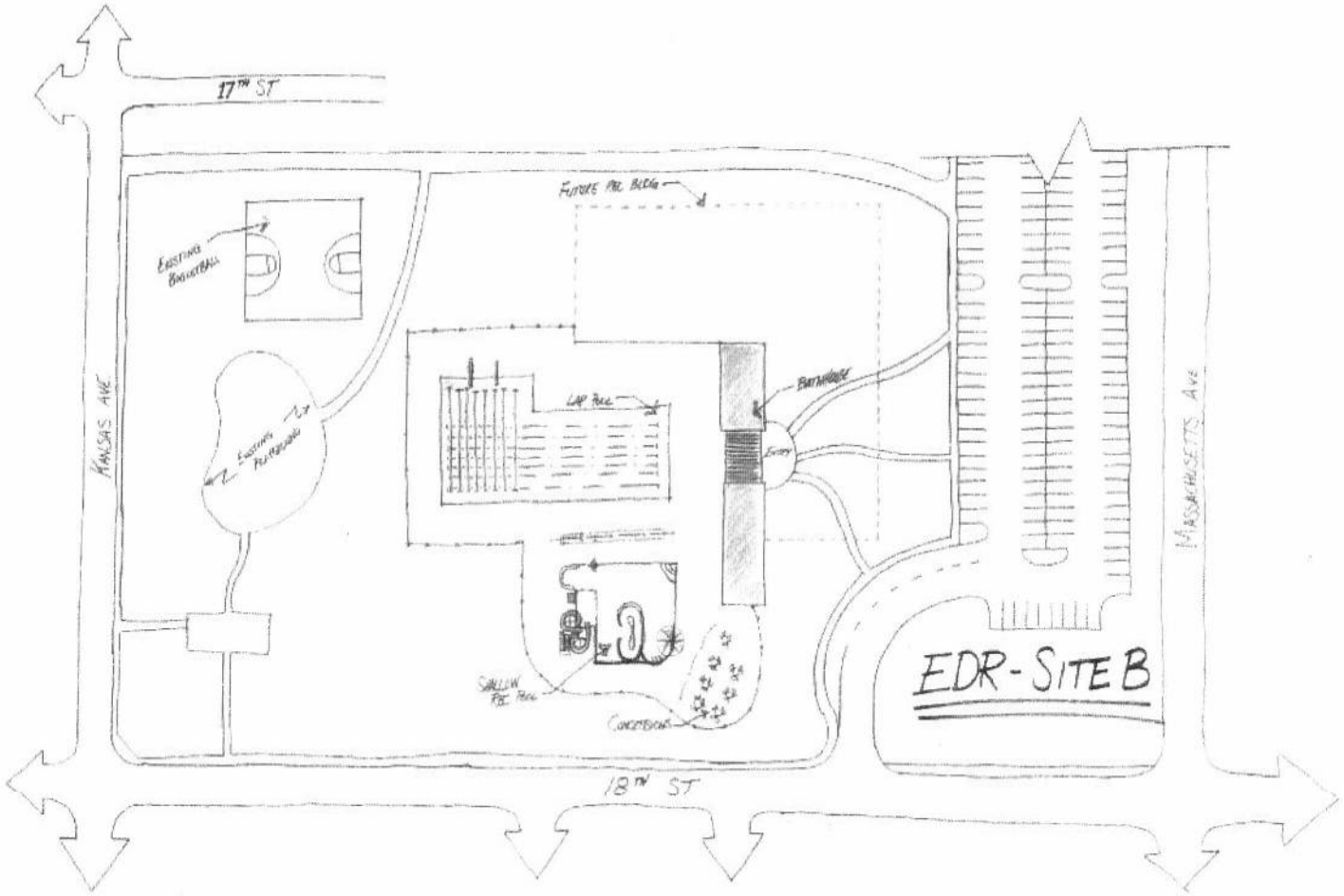
Ewert Park


EAST 5TH STREET
EXISTING BASEBALL
PROPOSED PARKING LOT
FUTURE FEC BLDG
EXISTING AMERICORP BLDG
ROADWAY
LAP POOL
EXISTING BLDGS
PLAY SPACE
DRAINAGE WAY
NEW BLDG
EXISTING BLDG
EVENT VIEWING
SCHOOL AVENUE
EXISTING TENNIS
EXISTING PARKING LOTS
FEC POOL
LAZY RIVER/
WATER SLIDES
NEW BLDG
EXISTING FEC BRIDGE

Athletic Complex



Alternate EDR Area



I. Comments from 2nd Public Meeting

Positive Comments:

- Should add diving boards to each concept

Ewert Park:

- Ewert Park or Schifferdecker would be the best " Bang for the Buck" centralized location

EDR Site A/ Cunningham:

- I like the area, you can expand. It can handle large numbers of cars. Close to the Aquatic Complex
- Cunningham of Schifferdecker will be best sites that will be most cost friendly. They are also in a high use neighborhood- there are shady parks attached to the area

Athletic Complex:

- Athletic Complex of Schifferdecker would be best site.-room for expansion, over flow parking, play areas, trees. Need to build a full 25 yard by 50 meter pool because it will be able to be more fully utilized, even if other items are postponed until a later date. Splash/ Spray pads are great- Also need plenty of shade.
- Sports Complex would all grounds where existing pool is to be used for other improvements. Would also be a place for Joplin Citizens and guests to enjoy an atmosphere of activities and feel more of a larger fun filled experience. Market tourists and visitors at hotels.

EDR Site:

- Centralized location will spur growth in construction zone

Schifferdecker:

- Schifferdecker and Ewert would be the best " Bang for the Buck" centralized location
- Schifferdecker or Cunningham will be best sites that will be most cost friendly. They are also in a high use neighborhood- there are shady parks attached to the area
- Schifferdecker or Athletic Complex would be best site.-room for expansion, over flow parking, play areas, trees. Need to build a full 25 yard by 50 meter pool because it will be able to be more fully utilized, even if other items are postponed until a later date. Splash/ Spray pads are great- Also need plenty of shade.

- Room for expansion, most for $ by using some existing structures
- Everything about it
- Infrastructure is already there. A lot of good extra space, park space, Allows good road access for triathlon training and events. I (Ruth Sawkins, Rufus Racing) hosted a 150-200 person event at Schifferdecker Pool & would like to bring an event back into pool after having to move outside of town.
- Meets more of the needs of the entire community.
- This park is a historic one and a beautiful site & visible. It has been thought of as a positive-happy place. Keep the pool there or close.
- Improve existing facilities, opportunities for expansion, sited near other athletic facilities seem logical, sun decks and lazy river
- Still recommend a 50 meter by 25 yd pool (in pictures only a part of the pool in 25 yds wide)
- I like Schifferdecker park having a pool. It has always been there let's make it bigger and better. That is the voice of Joplin Recovery Right now!
- Schifferdecker is probably the best value based on room for growth, visibility to roads, adjacent park, shade trees etc.
- Schifferdecker could be a place where expansion would allow a turn-a-round for children drop offs to go to museum complex. A summer shelter could be built that would be used to be maintained at a level that would be expected.
- Tie in to museum complex, traffic flow, sun deck.

Negative Comments:

- None that are apparent
- Maintenance would need to be maintained at a level that would be expected

Ewert:

- Too congested, middle of busier part of town
- This is a poor setting for such a beautiful project

EDR Site A/Cunningham:

- Not in the center of town. I like Cunningham too- it would be a nice place to develop & it has an existing pool. 2 great slides. But parking is limited.

Athletic Complex:

- All new build, no infrastructure
- Costs more initially to build than Schifferdecker
- Traffic flow/ congestion especially in conjunction with the other events
- Added infrastructure costs take away from facility

EDR Site B:

- Added infrastructure costs would take away from facility

Schifferdecker:

- Would need major updating &renovation of bathhouse
- I am concerned about diminishing the importance & activities there

Competitive Swimming Organization Questionaire

Facility: Competitive Swim Complex - Joplin
Organization: Joplin Stingrays Swim Team
Date: March 21, 2012

1. Sanctioning body? **Tri State Conference**

2. How many kids in program? **150-175**

3. What are ages of swimmers? **5-18 years**

4. What are preferences for practice?

   a. What is the needed/preferred number of lanes- short course/ long course? **For practice, we utilize 6 lanes for Long Course, would use 8-10 lanes short course.**

   b. What times are practices currently held? **8am-11:30am**

   c. What are preferred times for practice? **8am-12pm**

   d. How many kids share a lane? **10-12 kids/lane**

   e. Besides lanes, what facilities/amenities do you need for practice? **Shower/restroom/pool house facilities, storage for flags, clocks, training tools (kick boards, fins, etc.)**

   f. Do you currently pay for practice time? If so, how much? Do you pay for lifeguards to be on duty? **We currently pay $1 per child/day. Lifeguards are included.**

   g. Are you willing to pay, or continue to pay, expenses for practice? **Yes.**

5. How many and what meets do you host in the summer? **We currently host one invitational meet per summer. The Tri-State conference recently amended their rules which may allow for us to host an invitational and Championships if needed. There are also other teams in the conference who have less than adequate facilities who may be interested in renting our pool to host their meet as well.**

    a. How many swimmers/spectators for each meet? **450-500 swimmers; 1000+ spectators**

    b. Are there fees charged to the swimmers? **Currently swimmers are charged per event/relay. There have been instances at Championship meets where a surcharge is assessed and is a facilities use fee.**

    c. Are there fees charged to the spectators? **No**

    d. Do you currently pay fees for the facility during meets? If so, how much? **The current facility (Schifferdecker pool) yes we do. Not sure of the fee.**

    e. Are you willing to pay, or continue to pay for the facility for meets? **If that is the restriction on using the facility, yes.**

    f. Besides lanes, and area for spectator seating- what amenities do you need for meets?

        i. Crash areas
        ii. Meeting Rooms
        iii. Starting blocks
        iv. Portable bleachers
        v. Timing system- do you rent or have access to one? Yes

        All of the above

    g. Who operates concession stand, who receives the revenue? **The team.**

6. Does your organization include a dive team? If so, what particular needs do you have for practice and meets? **No.**

Competitive Swimming Organization Questionaire

Facility: Joplin Parks and Rec./Schifferdecker Pool
Organization: Jasper County Killer Whales (JCKW-AR)
Date: 03/21/12

1. **Sanctioning body?** *We are a USA Swimming member club and we register our athletes with the Arkansas LSC, **BUT** we actually sanction our swim meets through the Missouri Valley LSC due to geographic location.*

2. **How many kids in program?** *Currently there are around 80 members active, 100 members registered, and we just started a beginner swim lessons program that should help membership to increase. We also run a summer league team that adds another 90 to the full roster.*

3. **What are ages of swimmers?** *Currently ages 4 through 22 with no age limit.*

4. **What are preferences for practice?**

    a. **What is the needed/preferred number of lanes- short course/ long course?** *We prefer at least 8-10 long course lanes, although making the pool 25 yards across the full 50 meters makes the pool much more accessible to accommodate both USA and summer league. It also opens the facility up to possibly host major competitions in the future (HS state, Sectionals, Zones, etc...) if we choose in the future to enclose the facility. If it were enclosed in the future it would guarantee that we could host our LSC championships in the spring if we had access to 22 short course lanes. Without enclosing it, 8 lanes is the minimum to host our LSC championship in the summer... (as well as a warm-up area and scoreboard.) We would really love to host that meet. There is only one other pool in the entire LSC that is equipped to do so outdoors. (That would actually help us to host two in the summer... an invitational and championships!)*

    b. **What times are practices currently held?** *In the summer we practice at Schifferdecker pool from 6-8pm on Monday through Thursday nights.*

    c. **What are preferred times for practice?** *5-7:30pm. If the summer schedule for our school district changes and the summer league team wanted to trade us, we would*

consider doing our long course practices in the morning to let them have the evening time.

d. **How many kids share a lane?** *Right now we have about 8-10 per lane.*

e. **Besides lanes, what facilities/amenities do you need for practice?** *Lane ropes. Pace clocks, starting blocks, backstroke flags.*

f. **Do you currently pay for practice time? If so, how much? Do you pay for lifeguards to be on duty?** *We currently pay $1.00 per swimmer per day, which is the same as normal admission to Schifferdecker.*

g. **Are you willing to pay, or continue to pay, expenses for practice?** *Yes.*

5. **How many and what meets do you host in the summer?** *We are currently not able to host a summer meet since the Schifferdecker pool does not meet USA Swimming depth requirements and does not have gutters that can accommodate touchpads. We hope to host one in the new facility and have already sent questionnaires to several clubs across the Midwest to help us to choose the ideal weekend to host for maximum participation.*

   a. **How many swimmers/spectators for each meet?** *Summer meets can have up to 700 swimmers. Each swimmer brings approximately 3-4 family members with them.*

   b. **Are there fees charged to the swimmers?** *Missouri Valley Swimming LSC does not allow us to add a "facility fee" to our meets as a requirement to gain sanction.*

   c. **Are there fees charged to the spectators?** *No.*

   d. **Do you currently pay fees for the facility during meets? If so, how much?** *No.*

   e. **Are you willing to pay, or continue to pay for the facility for meets?** *We would prefer to work out a different deal since we are not allowed to charge a facility fee. We could discuss allowing the facility to sell their own concessions. Also, we have attended a meet in Topeka in the past where the city hosted a party after the Saturday evening swim*

session and they charged admission and sold dinner to families. It did very well and people are excited for things like that at a new facility.

f. Besides lanes, and area for spectator seating- what amenities do you need for meets?

i. **Crash areas**-- *typically at an outdoor meet there just needs to be a large area in the adjacent park for tents. Schifferdecker is a great location because of the space. Crash areas aren't necessary unless we are talking "indoors."*

ii. **Meeting Rooms**—*really, if it is enclosed in the future there will be more concern for this, but outdoors we just need a good location to set up the timing system computer and enough deck space to set up shades on both sides of the pool while still allowing a lane for walking past or behind the shades. No additional rooms are necessary. Just a little bit of deck space that allows room for a pathway to walk behind tents and tables.*

iii. **Starting blocks**—*on both ends would be great but we could do without if we are able to put touchpads at both ends. If the blocks could be moved to different anchors for short course and long course meets tf would make everyone's lives easier. 16 blocks would allow them at both ends for long course meets and would allow the summer league to split and run two groups of 8 lanes. (more on that when we get to the timing system.)*

iv. **Portable bleachers**—*when the meet is outdoors bleachers are nice but most people will be on the grass anyway. Bleachers might be taken to the grass just so we could close the deck and have parents watch from outside the fence. Not vital for outdoor meets at all. Just give us good deck space and a fence and some grass!*

v. **Timing system- do you rent or have access to one?** *We have one at the high school. It would be in the best interest of the facility to have a Colorado system. We could bring our Colorado touchpads over as back-ups if that would help but we currently don't have a computer and cables that would work for long course. It would actually work well in a 25x50 pool to have enough for both ends of the long course pool because when the summer league runs a short course meet they could run two sections of 8 lanes and get their meet done in half the time. (We could actually use our current computer to run one end of a meet like that, so you wouldn't need to actually buy two Colorado system timing computers or two start systems to do this. We would gladly allow the summer league team to use our computer/starter system to make this happen.) They would be the most popular meet of the summer if they did this! Having pads at both ends is also a big selling point when trying to attract USA teams to choose our meet over others. It also helps to have an 8 lane scoreboard panel but is not vital. Drury University is about to do some renovations and may be getting a new*

scoreboard. If they sell their old one I can help to try to get a deal on theirs, which would save costs and would allow the new facility to have an eight (or even sixteen) lane scoreboard plus panel for heat/lane. Scoreboards are very attractive to USA and summer league teams and are too rare at summer outdoor meets. They can be installed with unistrut onto a fence of the side of a slide tower or guard shack/office with a creative layout.

vi. **Parking**-- The parking at Schiff is currently too small. These meets get huge and additional parking would help if possible.

vii. **WARM-UP LANES!!!**-- *In USA Swimming meets, warm-up lanes attract many teams. This is what tends to separate the big meets from the small. Some serious teams hunt out meets all over the Midwest and will travel far just to find a meet where their swimmers can cool down between events. If warm-up lanes could somehow be incorporated into the play area it would go a long way toward attracting teams to build a premier meet. They would not have to be standard competitive length, and could easily be added to any deep well play area (like a place where swimmers drop in from a fast slide) by putting lines on the bottom, lane-rope hook-ups, and backstroke flag stanchions on at least one end. This would make a real difference in helping to attract swimmers from out of town!!*

g. **Who operates concession stand, who receives the revenue?** *Currently we run our own and it does pretty well at our winter meets. The summer league does much better because the summer meets are so much bigger than the small ones we run in the winter.You might want to ask the Stingrays how much their concession stand can bring in.*

6. **Does your organization include a dive team? If so, what particular needs do you have for practice and meets?** *No it does not, but if there really is talk of the teams helping to raise money to enclose the facility in the future it would serve everyone well to prepare in a way for diving to be added by making one end of the competition pool deep enough to accommodate three meter diving. If the pool is built as 25y x 50m the diving boards could be placed on a side similar to the rec-plex in st peters and we would be in the running to host the MSHSAA state championships in the future. If enclosed some day, diving and major bleacher/balcony seating would be a must, but while the pool is outdoors diving is not needed at all for competition.*

Thank you for considering all of these ideas. 50m x 25y with moveable blocks, 16 lane Colorado system and warm up lanes in the play area would be the ideal. It would be awesome to see a design that could incorporate these things seamlessly with the water park features that make the pool accessible to the fitness and recreation communities of Joplin together!!

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: April 16, 2012

ITEM: Council Bill No. 2012-001 approving a Lease Agreement between US BANK and the City of Joplin, for the equipment acquisition and maintenance coverage for seven (7) Toshiba Copiers for various City departments.

ORIGINATING DEPARTMENT: Information Systems Dept.

ATTACHMENTS: Council Bill No. 2012-001; Price Quotation; and Lease Agreement.

DEPARTMENT HEAD:	Mark A. Morris 4-10-12	**DATE:**
CITY MANAGER:	R. Mark Rohr	**DATE:** 4-9-12
FINANCE:	Leslie Jones	**DATE:** 4-10-12
LEGAL:	Brian W. Head	**DATE:** 4-6-12

INTRODUCTION:

Originally, Council Bill No. 2005-019 approved a Lease Agreement between Toshiba America Information Systems, Inc., and the City of Joplin, for the equipment acquisition and maintenance coverage for eight (8) Toshiba Copiers for various City departments. The purpose of this Agreement is to replace (7) Toshiba copiers under lease with Toshiba America Information Systems, Inc. The existing lease termination date is June 26, 2013. The remaining 8th copier was no longer needed.

DISCUSSION:

Currently the City has Toshiba copiers supplied by Copy Products, Inc. and financed through Toshiba America. Due to continued high volume use caused in part by the May 22nd tornado, it is prudent to enact an extension of the lease. This provides the City with all new equipment. The new lease eliminates the need for one of the copiers entirely. Pricing is actually a reduction from the current budgeted amounts. Pricing is based on State of Missouri (State Contract ref#c002012001MSU). The Lessor will change from Toshiba America to US BANK which requires the execution of new paperwork.

RECOMMENDATION:

Staff recommends Council Bill be passed on an Emergency basis.

MAM:ab
attachments

COUNCIL BILL NO. 2012-001 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Copy Products, Inc., through US Bank, dealing generally with an agreement for acquisition and maintenance of copy equipment and authorizing the Information Systems Director to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement between the City of Joplin, Missouri, and Copy Products, Inc., through US Bank, for the acquisition and maintenance of seven (7) Toshiba Copiers used by the City, a copy of which is attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3. That this Ordinance, dealing generally with the appropriation of funds for the payment of city government current expenses, is an emergency within the meaning of Sections 2.12(3)(4) 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 of _____ .

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

usbank.
EQUIPMENT FINANCE

Application # 1564655

Tax-Exempt Lease/Purchase Agreement, [redacted]

Accepted by Lessor:	Agreed to by Lessee:
U.S. Bank Equipment Finance (the "Lessor") 1310 Madrid Street Ste 101 Marshall, MN 56258	Joplin City of(the "Lessee") 602 South Main St. Joplin, MO 64801
By: Sign Here	[redacted]
Name:	[redacted]
Title: Documentation Analyst	[redacted]
Telephone: 800-328-5371	Telephone: 417-624-0820

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence as stated in the Certificate of Acceptance, attached as Exhibit B of the Property by Lessee and continue for the time period set forth in the Amortization Schedule attached to the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Amortization Schedule attached to the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

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EQUIPMENT FINANCE

EXHIBIT A

Property Description

Vendor: Copy Products, Inc.
Address: 2103 W.. Vista
City, State, Zip Code: Springfield, MO 65807

Equipment Location: 602 South Main St. Joplin, MO 64801

Quantity	Description	[redacted]er
1	Toshiba e-356 System	C2B214699
1	Toshiba e-356 System	C2B214897
1	Toshiba e-356 System	C2B214802
1	Toshiba e-3540c System	CQA218218
1	Toshiba e-3540c System	CQA218260
1	Samsung SCX5935 System	Z2P3BAIC100261
1	Samsung SCX5935 System	Z2P3BAKB500595M

Lessee: Joplin, City of

Sign Here [redacted]

[redacted]

[redacted]

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EQUIPMENT FINANCE

Property Schedule (ADVANTAGE) to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of [redacted] between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.

2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

3. Term and Payments. Lease Term and Lease Payments are per attached Amortization & Payment Schedule. If the Payment Due Dates are not defined, they shall be defined as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown on the attached Amortization Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.

   Payment includes 12,900 B&W pages per month Payment includes 6,500 Color pages per month

   Overages billed quarterly at $.0055 per B&W page Overages billed quarterly at $ .055 per Color page

4. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 3/29/2012.

5. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is $55,537.77.

6. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.

7. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.

8. Maintenance and Supplies. The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If Your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, You agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge Lessee separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge Lessee a Supply Freight Fee to cover our costs of shipping supplies to Lessee. Lessee acknowledges that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

9. Bank Qualification. Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding $10,000,000.

[redacted] Lessee initial here, only if Bank Qualification is applicable

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bank Equipment Finance	**Lessee: Joplin, City of**
By: Sign Here	[redacted]
Name:	[redacted]e:
Title:	[redacted]
Sign Here	[redacted]
	[redacted]e:



EQUIPMENT FINANCE

PAYMENT & AMORTIZATION SCHEDULE **APPLICATION NO 1564655**

Payment No	Lease Payment	Interest Portion	Principal Portion	Maintance Payment	Total Payment	Outstanding Balance	Termination Amount (After Making Payment for Said Due Date)
Beginning Balance						55,537.77	
1	1,044.11	224.20	819.91	402.40	1,446.51	54,717.86	56,359.40
2	1,044.11	220.89	823.22	402.40	1,446.51	53,894.64	55,511.48
3	1,044.11	217.57	826.54	402.40	1,446.51	53,068.10	54,660.14
4	1,044.11	214.23	829.88	402.40	1,446.51	52,238.22	53,805.37
5	1,044.11	210.88	833.23	402.40	1,446.51	51,404.99	52,947.14
6	1,044.11	207.52	836.59	402.40	1,446.51	50,568.40	52,085.45
7	1,044.11	204.14	839.97	402.40	1,446.51	49,728.43	51,220.28
8	1,044.11	200.75	843.36	402.40	1,446.51	48,885.07	50,351.62
9	1,044.11	197.35	846.76	402.40	1,446.51	48,038.31	49,479.46
10	1,044.11	193.93	850.18	402.40	1,446.51	47,188.13	48,603.77
11	1,044.11	190.50	853.61	402.40	1,446.51	46,334.52	47,724.56
12	1,044.11	187.05	857.06	402.40	1,446.51	45,477.46	46,841.78
13	1,044.11	183.59	860.52	402.40	1,446.51	44,616.94	45,955.45
14	1,044.11	180.12	863.99	402.40	1,446.51	43,752.95	45,065.54
15	1,044.11	176.63	867.48	402.40	1,446.51	42,885.47	44,172.03
16	1,044.11	173.13	870.98	402.40	1,446.51	42,014.49	43,274.92
17	1,044.11	169.61	874.50	402.40	1,446.51	41,139.99	42,374.19
18	1,044.11	166.08	878.03	402.40	1,446.51	40,261.96	41,469.82
19	1,044.11	162.54	881.57	402.40	1,446.51	39,380.39	40,561.80
20	1,044.11	158.98	885.13	402.40	1,446.51	38,495.26	39,650.12
21	1,044.11	155.40	888.71	402.40	1,446.51	37,606.55	38,734.75
22	1,044.11	151.82	892.29	402.40	1,446.51	36,714.26	37,815.69
23	1,044.11	148.21	895.90	402.40	1,446.51	35,818.36	36,892.91
24	1,044.11	144.60	899.51	402.40	1,446.51	34,918.85	35,966.42
25	1,044.11	140.97	903.14	402.40	1,446.51	34,015.71	35,036.18
26	1,044.11	137.32	906.79	402.40	1,446.51	33,108.92	34,102.19
27	1,044.11	133.66	910.45	402.40	1,446.51	32,198.47	33,164.42
28	1,044.11	129.98	914.13	402.40	1,446.51	31,284.34	32,222.87
29	1,044.11	126.29	917.82	402.40	1,446.51	30,366.52	31,277.52
30	1,044.11	122.59	921.52	402.40	1,446.51	29,445.00	30,328.35
31	1,044.11	118.87	925.24	402.40	1,446.51	28,519.76	29,375.35
32	1,044.11	115.13	928.98	402.40	1,446.51	27,590.78	28,418.50
33	1,044.11	111.38	932.73	402.40	1,446.51	26,658.05	27,457.79
34	1,044.11	107.62	936.49	402.40	1,446.51	25,721.56	26,493.21
35	1,044.11	103.84	940.27	402.40	1,446.51	24,781.29	25,524.73
36	1,044.11	100.04	944.07	402.40	1,446.51	23,837.22	24,552.34
37	1,044.11	96.23	947.88	402.40	1,446.51	22,889.34	23,576.02
38	1,044.11	92.40	951.71	402.40	1,446.51	21,937.63	22,595.76
39	1,044.11	88.56	955.55	402.40	1,446.51	20,982.08	21,611.54
40	1,044.11	84.70	959.41	402.40	1,446.51	20,022.67	20,623.35
41	1,044.11	80.83	963.28	402.40	1,446.51	19,059.39	19,631.17
42	1,044.11	76.94	967.17	402.40	1,446.51	18,092.22	18,634.99
43	1,044.11	73.04	971.07	402.40	1,446.51	17,121.15	17,634.78

EQUIPMENT FINANCE

EXHIBIT B

Certificate of Acceptance

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of [redacted] and the related Property Schedule, between Lessor and Lessee. (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

2. Commencement Date: The commencement date of this Agreement shall be the Acceptance Date listed below. If Acceptance Date is more than 10 days prior to the receipt of the Certificate of Acceptance the Agreement commencement date will be the date funds are issued.

3. Payment Due Date: Your first payment of principal and interest will be due thirty (30) days from your choice of the 10th _____ or 20th _____ [redacted] of the month following the commencement date. If a payment due date is not selected first payment of principal and interest will be due thirty (30 days) from the commencement date.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: Joplin, City of
Sign Here [redacted]
[redacted]
[redacted]

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EQUIPMENT FINANCE

EXHIBIT D

Lessee's Certificate

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of [redacted], between Joplin, City of, as Lessee, and U.S. Bank Equipment Finance, as Lessor

The undersigned, being the duly elected, qualified and acting [redacted] the Joplin, City of ("Lessee") do hereby certify, as of [redacted] as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held [redacted], 20[redacted] by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Tax-Exempt Lease/Purchase Agreement and Property Schedule (the "Agreement") by the following named representative of Lessee, to wit:

[redacted]AL	[redacted]	[redacted]
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to the Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest thereon; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

Sign Here

Joplin, City of [redacted]

[redacted]

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

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EQUIPMENT FINANCE

Insurance Authorization and Verification

[redacted] _____

Re: Tax-Exempt Lease/Purchase Agreement, Dated [redacted]

To: Joplin, City of (the "Lessee")

From: U.S. Bank Equipment Finance (the "Lessor")
1310 Madrid St Ste 101
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $ 55,537.77 ***[amount of financing]*****, with deductibles no more than $10,000.00.**

**Lessee: Please execute this form and return with your document package.* Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

[redacted]gent: _____/_____
[redacted]ddress: _____
_____
[redacted]e/Fax: _____/_____
[redacted]ail _____

[redacted] **Joplin, City of ("Lessee")**
_____
[redacted]e: _____
[redacted]: _____

TO THE AGENT: ***In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 800-433-6185. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.***

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name Of Agency: X_____

By: X_____
(Agent's Signature)

Print Name: X_____ Date: X_____

Insurable Value: $_____ ***[amount of financing]***

Form **8038-GC**

(Rev. May 2009)

Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ **Under Internal Revenue Code section 149(e)**

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority Check box if Amended Return ▶ ☐

1 [redacted] the

[redacted] Employer Identification Number

3 [redacted] and street (or P.O. box if mail is not delivered to street address) | Room/suite

4 [redacted] P code | 5 Report number *(For IRS Use Only)* 5 [redacted]

6 Name and title of officer or legal representative whom the IRS may call for more information | [redacted] ( )

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ ___/___/___		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐

12 Vendor's or bank's name:

13 Vendor's or bank's employer identification number:

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

[redacted]

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code		EIN	
		Phone no. ( )	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½ % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "*Amended Return*" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 6a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 6b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 1.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2012

Item: COUNCIL BILL NO. 2012-122
Originating Department: PUBLIC WORKS - MAPS

Attachments: 1) Copy of Contract
2) Copy of Vendor Certifications
3) Copy of Ordinance

Department Head:	David Hertzberg	Date: 4/10/12
City Manager:	R. Mark Rohr	Date: 4-10-12
City Attorney:	Brian W. Head	Date: 4/10/12
Finance Department:	Leslie Jones	Date: 4-10-12

Background: The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. During the last City fiscal year, these services provided 130,778 total rides. The majority of MAPS & Trolley riders are elderly, disabled or have no personal transportation available. The system operates Monday through Saturday.

Discussion: In March 2011, the Federal Transit Administration awarded the City of Joplin Section 5309 Bus and Bus Facilities Livability Initiative Program grant funds to be used for the purchase of Mobile Data Computers (MDC), computer server, computerized scheduling upgrades, and internet scheduling applications for the Metro Area Public Transit System. Bids were opened on July 26, 2011 and RouteMatch Software Inc. of Atlanta, GA submitted the winning bid of $244, 096. Federal Transit Administration funds 80% of this project and the City of Joplin funds 20%.

Recommendation:

Staff recommends authorizing the Public Works Director to enter into an agreement with RouteMatch Software, Inc. per the specifications of Request for Proposal #2011-RFP-09.

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

Addendum to
Software License and Services Agreement Between
RouteMatch Software, Inc. and The City of Joplin

Statement of Work

March___, 2012

been terminated pursuant to the Agreement and this Addendum, and subject to RouteMatch's right to increase its fees or rates as provided herein.

(c) Right to Suspend Services. In the event that and so long as Licensee is in breach of or default under the terms or conditions of this Addendum, RouteMatch may, in its sole discretion, suspend performance of any of its obligation to provide any of the Services to Licensee under this Addendum.

2. License to Use Software.

(a) Description. In consideration of the payment of the license fees and other fees and expenses set forth in Section 5 below, RouteMatch grants to Licensee a nonexclusive, nontransferable, perpetual (subject to termination as provided below) license for the authorized number of Vehicles (as provided in Section (c) below or in an Amendment to this Addendum signed by the Parties) to use RouteMatch Automatic Vehicle Locations/Mobile Data Computers (AVL/MDC) Module™, Mentor Engineering XGate® Navigation Software and RMGate™ Navigation Software, further described in this Addendum (the "Software") in machine readable form and the accompanying user documentation identified in Section (b) below, subject to the terms and conditions of this Addendum and the Agreement, including Exhibit A thereto.

(b) Scope.

(1) RouteMatch MDC/AVL Module - Licensee agrees that it may allow up to three (3) of its designated employees ("Named users" or "Authorized users") access to the RouteMatch MDC/AVL module and may manage up to twelve (12) vehicles in the MDC/AVL Software.

(2) Customer Web Portal – Licensee agrees that it may allow up to an equal number of Named Users access to the Software, and its customers may access the web portal to book, edit and cancel trips, check trip status (paratransit) and to view vehicle location (fixed route).

3. Hardware.

RouteMatch will supply twelve (12) of the following Mentor Engineering, Inc. ("Mentor") Ranger devices, components, and licenses to the related Mentor mobile computing software:

(1) Rangers with BBX External units with GPS, Public Data Network
(2) Odometer Monitoring
(3) Dual Mode Antenna
(4) Ranger Mounting Bracket
(5) Cabling
(6) XGate per Vehicle License
(7) Mentor Mobility Application
(8) Ranger Programming Kit and Training Kit
(9) One (1) Year Hardware and Software Warranty

4. Professional Services.

In consideration for Licensee's payment of the fees and reimbursement of expenses as set forth in Section 5 below or as otherwise agreed in writing signed by the Parties, RouteMatch shall provide the following "Professional Services" to Licensee:

Project Management:

Initials: RM___ LICENSEE ___

This Addendum to the June 28, 2005 Software License and Services Agreement is made and entered into effective as of March ___, 2012 by and between RouteMatch Software, Inc., a Georgia corporation ("RouteMatch") and the City of Joplin ("Licensee"), a municipal corporation organized under the laws of the State of Missouri, collectively referred to herein as the "Parties."

WHEREAS, RouteMatch and Licensee entered into a Software License and Services Agreement on June 28, 2005 for the purchase of certain software and services (the "Agreement"). Pursuant to Paragraph 6 of the Agreement, Licensee desires to obtain additional products and services in furtherance of its business operations, all on the terms and conditions set forth in the Agreement and this Addendum.

WHEREAS, all of the provisions of the Agreement not specifically modified by this Addendum remain in complete and full force and effect, including all Exhibits thereto;

NOW, THEREFORE, the Parties hereto agree to amend the Agreement with the following additional deliverables and rights as follows:

1. Agreement to Purchase.

(a) Purchase of Hardware, Licenses and Professional Services. During the Term (as defined below) Licensee agrees to purchase from RouteMatch, and RouteMatch agrees to provide to Licensee, under the terms of the Agreement and this Addendum, a License to Use the Software as set forth in Section 2 below, the Hardware set forth in section 3 below and the Professional Services set forth in Section 4 below; at the following prices, fees and expenses:

RouteMatch AVL/MDC Module	$21,600
RouteMatch Customer Web Portal	$21,484
Third Party Wireless	$51,612
RouteMatch Professional Services (Standard)	$27,800
RouteMatch Professional Services (Wireless)	$46,600
Customer Support (3 year pre-paid)	$75,000
Total:	$244,096

(b) Term. The obligations of the Parties under and pursuant to this Addendum shall become effective as of the Effective Date and shall remain in effect as follows:

License to Use Software: Perpetual.

(2) Professional Services: From the Effective Date through System Acceptance. For the purposes of this Addendum, System Acceptance shall be deemed to occur at that point in time at which the Software substantially conforms in all material respects to the specifications of this Addendum.

(3) Customer Support: For a period of thirty-six (36) months after "Go Live" (the "Initial Term") provided that the Parties' Customer Support obligations under this Addendum shall be automatically extended for additional twelve (12) month periods (each a "Renewal Term") on the anniversary date of "Go Live", unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the Initial Term or any Renewal Term, as applicable. For the purposes of the Addendum, "Go Live" shall mean that point in time at which Licensee uses the Software in its daily operations.

The Initial Term together with any Renewal Term shall be the "Term" of this Addendum; provided and so long as Licensee is not in breach of or default under this Addendum or this Addendum has not

Initials: RM___ LICENSEE ___

RouteMatch will provide project management services throughout all phases of the Implementation. The Project Manager will oversee all aspects of the project and will conduct Bi-Weekly Project Status reviews with client and be responsible for resolution of all issues and action items.

Phase 0: Initiate

RouteMatch and Licensee will initiate and complete the contract documents, and RouteMatch will schedule, prepare and participate in the Project Kickoff, which will result in an End-to-End Implementation Work Plan and Statement of Work (Scope, Deliverables, Budget, Timeline, Risks, Issue, and Resource Requirements).

Phase 1: Design

RouteMatch will discover and document specific functional details of how the Software and Hardware will be implemented, integrated, and deployed at Licensee's location. RouteMatch will perform an Operations and Technical Assessment and a Functional Flow to document how Licensee will use the Software in its operations and identify changes needed between current operations and system flow, and will develop a training plan for Licensee's users. Deliverables include a Functional Flow including Reporting Requirements and a Detailed Traning Plan.

Phase 2: Build

RouteMatch will manage the build out of the agreed upon System. This includes configuration and installation of the RouteMatch software and all applications and hardware. During the Build Phase, RouteMatch shall perform complete vendor assembly testing, including unit testing, integration testing and system testing as follows:

Vendor Assembly Test Plan:

1. **Unit Testing** is executed at a low level of the software. The implementation team tests the basic components of the software.
2. **Integration Testing** is performed against the operational process for Licensee and will include hardware peripherals
3. **System Testing** affirms the end-to-end quality of the entire system. The System test is based on the functional/requirement specification of the system. Non-functional quality attributes, such as reliability, security, and maintainability, are also validated.

Deliverables include Test Report, Training Guides and Go Live Risk Assessment and Mitigation Plan.

Phase 3: Educate

RouteMatch will execute the agreed-upon Training Plan and will provide training to Licensee's users on how to use the system. This training is role-based and in accordance with the training needs analysis done in Design Phase. RouteMatch shall also conduct a risk and readiness assessment prior to Go-Live. Deliverables include Go-Live Success Criteria, Risk Assessment and Implementation Checklist.

Initials: RM___ LICENSEE ___

Phase 4: Deployment

RouteMatch will coordinate the phased-in deployment of the system and oversee Go Live with the client agency. This includes User Acceptance Testing, Pilot, Burn-In, Go-Live and Implementation Support. Deliverables include Post Project Assessment Documents including Baseline/Go-live analysis.

Phase 5: System Acceptance

- RouteMatch and Licensee will confirm System Acceptance and transition the client to RouteMatch Customer Support. Deliverables include Customer Support Transition document and End of Contract Transition documentation.

5. Customer Support Services.

In consideration of the payment of the fees and reimbursement of expenses as set forth herein, during the Term, RouteMatch will provide technical support as follows:

(a) Phone Support. RouteMatch will provide technical support by phone twenty-four (24) hours a day, seven days a week. Customer Support Personnel will be available for live consultation from 7:00 AM – 8:00 PM(EST) and will return all calls within two (2) hours. After hours and emergency support will be available via a pager by which, upon licensee leaving a message on the RouteMatch Support Voice Mail, a customer support technician will contact the customer within two (2) hours. Upon the initiation of a support event, email alert notifications will be sent to licensee containing a unique tracking identification number.

(b) Updates. RouteMatch will provide all Updates (as defined in Exhibit "A" of the Agreement) to Licensee without charge. These updates and patches will be provided on CD or other acceptable electronic means.

(c) Upgrades. RouteMatch will provide all Upgrades (as defined in Exhibit "A" of the Agreement) to Licensee without charge. These upgrades will be provided on CD or other acceptable electronic means.

(d) Customer Support Website. RouteMatch will provide Licensee access through a unique, secure password to the Customer Support Website ("CSW"). The CSW will be maintained for customers only and contain information regarding the Software, Services, and other helpful information. The CSW will also provide access to the most up to date documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW will receive confirmation of receipt within one business hour of submittal.

(e) User Groups. Licensee will be permitted to participate in regional user groups for Licensee's region, if available, free of charge.

(f) On-Line Training Sessions. Up to five (5) of Licensee's authorized users will be allowed to participate in two (2) web-based, on-line training sessions each year. Upon Licensee's request RouteMatch will schedule a training session on the subject matter requested by Licensee at an agreed upon date and time.

(g) Scheduled Web Training Classes. Each year, RouteMatch will provide up to five (5) of Licensee's authorized users access to five (5) of RouteMatch's regularly schedule Web-Training classes free of charge. RouteMatch will routinely publish a schedule of available training classes and

Initials: RM___ LICENSEE ___

subjects on the CSW. Additional access can be purchased at the then applicable rate for Premium Support customers.

(h) Annual User Conference. RouteMatch will hold an Annual Users Conference one time each year. Up to five (5) of Licensee's authorized users are eligible to attend the annual RouteMatch User Conference free of charge. All expenses and costs included those associated with travel, lodging, and meals are not included. Any additional authorized users shall be eligible to attend at the rates set forth in Exhibit B-3.

RouteMatch also will subcontract with Mentor Engineering to provide Software Maintenance and Support as well as a hardware warranty for all products supplied by Mentor. These services shall be provided per Mentor's then current, standard support and warranty agreements.

Annual Customer Support Fees: Licensee shall pay RouteMatch the following fees for the Customer Support Services (listed in Paragraph 4 of the Agreement) for the Deliverables herein:

RouteMatch Premium Support and Maintenance :
Years 1 - 3: $75,000

RouteMatch may increase Customer Support fees up to 10% in each Renewal Term after Year 3.

6. Licensee's Obligations.

Licensee shall provide the same labor support to RouteMatch as set forth in Paragraph 7 of the Agreement. Updated System Requirements are set forth in Exhibit A-1 to this Addendum.

7. Payment.

(a) Software, Hardware, and Professional Service Fees. Licensee shall pay for all Software, Hardware and Professional Services fees as those items are delivered. To the extent RouteMatch delivers a portion of the Professional Services, Licensee shall pay fees for such services on a daily prorated basis.

(b) Customer Support. Licensee shall be given unlimited Customer Support, free of charge for the first ninety (90) days after system "Go Live." Licensee shall pay fees for the first three years of Annual Customer Support 90 days from "Go Live" and fees for all subsequent years of Annual Customer Support upon the anniversary of "Go Live."

(c) Expenses. Licensee shall reimburse RouteMatch for all reasonable travel expenses incurred in the delivery of the Software and services listed above.

8. Miscellaneous

(a) Assignment rights for Piggy Back Extension. During the Initial Term and any Renewal Term, not to exceed five (5) years from the Effective Date, this Agreement, and all associated deliverables, may be assigned to up to one (1) but no more than seven (7) other municipalities or their agents in per the same terms and conditions and at the same rates as set forth herein. Such assignment shall be evidenced through a separate, written Software License and Services Agreement which incorporates this Agreement by reference.

(b) Additional Services. Provided and so long as Licensee is not in breach of or default under this Agreement, Licensee may purchase and acquire from RouteMatch additional or elective services at those prices and terms set forth in Exhibit Addendum-2, attached

Initials: RM___ LICENSEE ___

hereto; provided that any such purchase shall be evidenced by another Addendum to the Agreement executed by authorized representatives of both Parties and setting forth the additional or elective services to be purchased by Licensee and provided by RouteMatch, as well as the prices for such services if other than as provided below. All such additional or elective services shall be provided on an hourly or daily rate basis as set forth below unless the Parties have executed a Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance criteria and price (a "Statement of Work"). Any Statement of Work shall be an Addendum to the Agreement and incorporate the terms and conditions of the Agreement and this Addendum.

All other Paragraphs and Exhibits of the Agreement shall remain as originally written.

IN WITNESS WHEREOF, the Parties have executed this Addendum effective as of the date first above written.

ROUTEMATCH:

ROUTEMATCH SOFTWARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

CITY OF JOPLIN

By: _____

Name: _____

Title: _____

Date: _____

Initials: RM___ LICENSEE ___

Exhibit A-1

To Addendum to Software License and Services Agreement Between RouteMatch Software, Inc. and City of Joplin

System Requirements

The Software requires, and Licensee is solely responsible for providing, and will provide, the following minimum components, facilities and computer configuration standards for use with the Software:

Workstation Requirements

Operating System	RouteMatch TS: Windows XP Professional, Service Pack 3 or Windows 7 RouteMatch CA: Windows XP Professional, Service Pack 3 or Windows 7
Processor	Intel or AMD 2.8GHz, 2.70GHz dual-core, or 2.66GHz quad-core (or higher)
Memory	Minimum 2GB, 4GB recommended
Hard Drive(s)	80GB SATA - 7200rpm (or larger)
Video Card	Industry standard video card capable of 16-bit color at 1024x768 resolution
Network Card	At least 100 Mb/sec network card
Standard Monitor	Minimum resolution required is 1024x768
Other	UPS Battery Backup and Surge Protection are highly recommended

Server Requirements

Operating System	RouteMatch TS 5.3.5 - Windows 2003 – 64-bit version RouteMatch TS 5.4/CA 3.1 – Windows Server 2008 – 64-bit version
Processor Type	2.7 GHz+ 64-bit quad core processor
Memory	• Fewer than 25 Vehicles: 8-10GB RAM • For 25 to 80 Vehicles: 12-14GB RAM • More than 80 Vehicles: 16-18GB RAM
Hard Drives	• For Fewer than 25 Vehicles: : 6 73GB 15K RPM SAS • For 25 to 80 Vehicles: : 8 73GB 15K RPM SAS drives • More than 80 Vehicles: : 12 73GB 15K RPM SAS
SQL Server	Microsoft SQL Server 2005 64 bit Service Pack 4
Network Card	At least 100 Mb/sec (We recommend 2 cards to accomplish '802.3AD Link Aggregation')
No Other Software	This should be a dedicated server and no other software should run on the server.
Virtualization	RouteMatch does not recommend using RouteMatch TS or CA in a virtual

	environment.

Network Configuration Requirements

Network	At least a 100Mb/sec network (using switches, no hubs) TCP/IP Protocol only

Exhibit A-2

To Addendum to Software License and Services Agreement Between RouteMatch Software, Inc. and City of Joplin

Schedule of Fees for Additional Licenses and Services.

In the event that RouteMatch provides additional licenses or services to Licensee at its request, Licensee agrees to pay RouteMatch for those licenses and services at the following rates or prices, subject to RouteMatch's right to increase, as provided below:

RouteMatch TS™ Additional Users	$ 3,750.00	per User
RouteMatch TS™ Additional Vehicles	$ 925.00	per Vehicle
RouteMatch PM™ Additional Users	$ 2,340.00	per User
RouteMatch PM™ Additional Vehicles	$ 605.00	per Vehicle
RouteMatch AVL/MDC™ Module	$ 1,500.00	per Vehicle
Statewide AVL/MDC Galaxy Module	$1.4 million	per State
RouteMatch AVL Module	$ 850.00	per Vehicle
RouteMatch Fixed Route Display Module	$	per Route

	1,500.00	
RouteMatch Certification Module	$ 2,500.00	per User
RouteMatch Coordination Module		
Agency License	$7,500	per Agency
Vehicle License	$2,500	per Vehicle
Statewide License	$500,000	per State
Message Board per User (optional)	$1,500	per User
RouteMatch Complaints, Incidents, and Accidents Module	$ 2,500.00	per User
RouteMatch Self Service Customer Web Portal™ - Additional Users	$ 3,750.00	per User
RouteMatch Self Service Customer Web Portal™ - Additional Vehicles	$ 500.00	per Vehicle
RouteMatch Self Service Provider Web Portal™ - Additional Users	$ 3,750.00	per User
RouteMatch Self Service Provider Web Portal™ - Additional Providers	$ 925.00	per Vehicle
RouteMatch Data Interchange Utility	$ 2,500.00	per Site
RouteMatch Electronic Medicaid Billing Utility- 837 / 835	$ 12,500.00	per Site
RouteMatch Billing Engine	$ 5,000.00	per Site
RouteMatch IVR Module	$	per User

	3,500.00	
Statewide	$1,400,000K	per State
RouteMatch Flex Deviation Module *(includes CA Scheduling and Verification Plugins to RMTS)*	$2,500	Per User
RouteMatch Notification Module (pricing below based on system size)		
2 Port System	$ 45,360.00	Port Size
4 Port System	$ 75,600.00	Port Size
8 Port System	$ 108,840.00	Port Size
12 Port System	$ 135,840.00	Port Size
16 Port System	$ 159,840.00	Port Size
Statewide	$850K	Unlimited Port
Include SMS, Email, and Fax Notification	$ 15,000.00	per Site
RouteMatch Flex Deviation Module (includes CA Scheduling and Verification Plugins to RMTS	$2,500	Per User
RouteMatch CA™ - Additional Users	$ 6,500.00	per User
RouteMatch CA™ - Additional Vehicles	$	per Vehicle

	2,250.00	
RMCA - Next Bus Information	$ 2,500.00	per Sign
RMCA - MDC Module	$ 3,000.00	per Vehicle
RMCA - APC Module	$ 2,000.00	per Vehicle
RMCA - AVA Module	$ 2,000.00	per Vehicle
TeleAtlas GIS Data	$ 995.00	per County
Microsoft SQL Server Database Software - Base Price	$ 1,150.50	per Base License
Microsoft SQL Server Database Software - Additional Client Access Licenses (CAL)	$ 210.60	per CAL
Mobile Data Computers	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
Automated Vehicle Location (AVL) Unit	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
Fixed Route Peripherals (Automated Passenger Counters, Automated Voice Announcers, Next Bus Signs, Destination Signs, Passenger Information Signs, Workstations, Computer Servers, and related Information technology components	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	

Principal-in-Charge	$ 200.00	per Hour
Project Manager	$ 150.00	per Hour
Senior Implementation Consultant	$ 135.00	per Hour
Advanced RSE™ Scheduling & Routing Consultant	$ 150.00	per Hour
Implementation Consultant	$ 110.00	per Hour
Network Administrator / Information Technology Consultant	$ 135.00	per Hour
Additional Custom Reports	Time and Materials (quote required)	
Technical Support and Software Maintenance	**Rate**	
Standard Technical Support and Maintenance	20% of Product and/or Module License Fees	
Premium Technical Support and Maintenance	30% of Product and/or Module License Fees	
Software Hosting Services	$ 125.00	per User
Product Documentation - User Guide, Administrator Guide, and Training Guides	$ 99.00	per User
Annual User Conference and Extended Training	**Rate**	
RouteMatch University™ - 5 Day Training Package	$2,900	per Attendee (equipment, food, &

		lodging included)
Annul RouteMatch User Conference - General Participation	$ 600.00	per Attendee

RouteMatch reserves the right to modify each of these rates periodically at its discretion.

Expenses.

The Fees, rates and prices set forth in this Section do not include any actual, out of pocket expenses of RouteMatch or its independent contractors or representatives incurred in connection with the performance of the services described above. Licensee shall pay and/or reimburse RouteMatch for all such expenses, in addition to the fees set forth above. Licensee shall pay all fees for additional services and reimburse RouteMatch for all such expenses within ten (10) days from the date of the invoice for such fees and expenses. Unless otherwise provided in an Addendum to this Agreement or a Statement of Work, RouteMatch may invoice Licensee weekly for such services and expenses, and upon completion of reports, as applicable.

Estimates.

RouteMatch shall provide written estimates to Licensee for additional work, if requested.

FTA Clauses (Exhibit B)

Purchases $100,000 or greater

The following certifications and assurances are a part of this Request for Bid and must be certified and submitted in order for this bid to be considered responsive.

By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.

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

The prospective lower tier participant shall provide immediate written notice to The City of Joplin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact The City of Joplin for assistance in obtaining a copy of those regulations.

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

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

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List Issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, The City of Joplin may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its "principals" [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights Requirements- (1) Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. (2) Equal Employment Opportunity-The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.
(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
    (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi)

unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and

(B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Contract Work Hours and Safety Standards Act- (1) Overtime requirements-No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages- In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, I In the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages-The City of Joplin shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy and liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site or the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in the section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage reates prescribed in the applicable programs.

Clean Air- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that

failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Clean Water- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Elizabeth Simons
Director of Contracts
Signature of Contractor's Authorized Official

Elizabeth Simons, Dir. of Contracts
Name and Title of Authorized Official

March 5, 2012
Date

Buy America Certification

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date March 5, 2012

Signature Elizabeth Smith

Company Name RouteMatch Software, Inc.

Title Director of Contracts

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Rose Nadel Southwest certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Elizabeth Simons Signature of Contractor's Authorized Official

Elizabeth Simons, Director of Contracts Name and Title of Authorized Official 3/5/2012 Date.

COUNCIL BILL NO. 2012-122 ORDINANCE NO.

AN ORDINANCE approving the contract between the City of Joplin, Missouri and RouteMatch Software, Inc. in the amount of Two Hundred Forty Four Thousand Ninety-Six Dollars ($244,096) for the purchase of Mobile Data Computers (MDC), computerized scheduling upgrades, and internet scheduling applications per the specifications of Request for Proposal #2011-RFP-09; and containing an emergency clause.

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

Section 1. That the contract be awarded to RouteMatch Software, Inc. in the amount of Two Hundred Forty Four Thousand Ninety-Six Dollars ($244,096) for the purchase Mobile Data Computers (MDC), computerized scheduling upgrades, and internet scheduling applications.

Section 2. Upon the final delivery and acceptance of Mobile Data Computers (MDC), computerized applications per the specifications of Request for Proposal #2011-RFP-09, the contractor shall be paid from Account Number 140-5002-530-8315 Project GSTP03.

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

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

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

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Account Number 140-5002-530-8315 Project GSTP03 to pay the amount specified in this ordinance.

Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2012
Council Bill No. 2012-125

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

Attachments: 1) Location Map
2) Council Bill No. 2012-125

Engineering Department: Jack Schaller JS	Date: 4-9-12
Department Head: David Hertzberg DKH	Date: 4/9/12
Finance Department: Leslie Jones LJ	Date: 4-10-12
City Attorney: Brian Head BTH	Date: 4-9-12
City Manager: Mark Rohr MR	Date: 4-9-12

Recommended Action: Purchase of Right of Way at 2016 Harlem Avenue from The Cleanery L.L.C. for the Maiden Lane Widening project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increased traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 2016 Harlem Avenue. This acquisition will be the 51st of 67 parcels.

Discussion: Staff has reached an agreement with The Cleanery L.L.C. for Seven Hundred Dollars, ($700.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of $700 for the purchase of the described right of way at 2016 Harlem Avenue.

CB2012-125


W 20TH ST
MAIDEN LN
HARLEM AVE
2006
2005
2010
2007
2016
2015
2020
2017
CB2012-125
2016 Harlem Ave
2022
2021
2028
2025
N

COUNCIL BILL NO. 2012-125 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way at 2016 Harlem Avenue, consisting of part of Lot 373 in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seven Hundred and 00/100 dollars ($700.00) and containing an emergency clause.

WHEREAS, The Cleanery L.L.C. is the legal owner of property at 2016 Harlem Avenue, consisting of part of Lot 373 in Cunningham's Addition to the City of Joplin, Jasper County, Missouri and;

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

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 2016 Harlem Avenue, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way 2016 Harlem Avenue, consisting of:

New Right of Way:

A tract of land being a part of Lot 373 in T.W. Cunningham's Addition to the City of Joplin and described as beginning at the Northwest corner of said Lot 373; thence South 00°49'09" West, 50.01 feet; thence North 87°57'48" West, 1.04 feet; thence North 02°00'53" East, 50.00 feet to the Point of Beginning.

Section 2. That the City of Joplin authorize placing $700.00, in escrow for the purchase of right of way at 2016 Harlem Avenue. Payment will be made from account #145-4565-520-8105 Project TC0505.

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

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

COUNCIL BILL NO. 2012-125 ORDINANCE NO.

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

_____, 2012 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2012

Item: Council Bill 2012-127
Originating Department: Planning & Community Development

Attachments: 1) 2011 HOME New Construction Agreement between the City of Joplin and the Harry S. Truman Community Development Corporation.
2) Council Bill No 2012-127

Department Head: David Hertzberg	Date: 4/9/12
Planning & Community Development Manager: Troy Bolander T. B.	Date: 4/9/12
Finance Department: Leslie Jones	Date: 4-10-12
City Attorney: Brian Head	Date: 4-10-12
City Manager: Mark Rohr	Date: 4-9-12

Recommended Action: Approval of Council Bill No. 2012-127

DISCUSSION:
The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, constructing new affordable housing, acquiring and rehabilitating homes, and providing homeownership assistance.

The agreement is with the Harry S. Truman Community Development Corporation (HSTCDC) to act as owner and developer of properties for new construction of owner-occupied homes within the region. This program will provide $90,000 in HOME funds for the construction of a new home to be sold to a low-to-moderate income family. The Joplin HOME Consortium has budgeted $90,000 of HOME funds for the construction of one single-family home.

RECOMMENDATION:
Staff recommends approval of the agreement with HSTCDC to continue the new housing construction portions of the HOME Program on an Emergency basis. These activities have received prior approval from the Council as part of the 2011 Action plan.

JOPLIN CONSORTIUM

2011 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
HARRY S. TRUMAN COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Harry S. Truman Community Development Corporation, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 800 Pennell, Carl Junction, Missouri 64834.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the AWARDEE has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM.

F. **PROGRAM**- is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Summer 2012
Quarterly progress report	July 1st, 2012
Procurement of construction contractor and notice to proceed	Fall 2012
Quarterly progress report	October 1st, 2012
Construction completion	Winter 2012-13
Quarterly progress report	January 1st, 2012

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according

the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the redevelopment of the at least **one (1) PROJECT** as discussed in ATTACHMENT B: PROPOSAL FOR: 2011 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials and specialty labor prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when a site-specific Construction Contract is signed between the CITY and the DEVELOPER.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the AWARDEE, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, NINE THOUSAND DOLLARS **($9,000.00)** of HOME Funds, an amount included in Section IV A. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	*Max. Cumulative Developer Fee %*
Acquisition closing	25%
Construction closing / start of construction or rehab	40%
50% construction completion	60%
Construction completion (certificate of occupancy)	75%
Sustaining occupancy (or sale) & completion report	100%

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

C. The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

D. The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and presence of female headed households in order to determine low and moderate-income benefit in cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program.***

E. In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the DEVELOPER shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

J. If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

K. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2011 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such

transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of

its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and

rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.
Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The DEVELOPER will furnish all information and reports required by Executive Order 11246 September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be

canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations will not let any subcontract unless the subcontractor has first provided it with a preliminary

statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work

completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to

the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 800 Pennell, Carl Junction, Missouri 64834

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Harry S. Truman Community Development Corporation: a Missouri Nonprofit Organization

By: _____ Date: _____

Harry Rogers
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

R. Mark Rohr
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Brian Head
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 10 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County.

Attachment B

PROPOSAL FOR:

2011 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Harry S Truman Community Development Corporation (HSTCDC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds. These funds were budgeted for in the 2011 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The HSTCDC proposes to use the $90,000 budgeted in the 2011 Action Plan to acquire and redevelop one (1) single family lot and build one (1) home. The program will be fully financed by these grant funds. The home built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Other prevailing market conditions, including other government assistance (such as the CDBG Neighborhood Stabilization Program), will also influence the selection of each lot location and home design on a case by case basis.

It is the intent of the HSTCDC to develop the project in a way that the program grows and becomes more self sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the HSTCDC.

ACQUISITION

A search for vacant lots will begin in neighborhoods of eligible communities where new home construction will be beneficial to the neighborhood, but the area is still attractive and marketable to prospective homebuyers. Each lot acquired is anticipated to cost between $6,000 and $12,000.

When a potential lot is located, an environmental review will be completed and offer made as soon as clearance is receive from the City of Joplin. A negotiated earnest payment will be made on the property to secure site control until closing.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. The HSTCDC will either sub-contract out or hire a general contractor to perform the construction of each home. The HSTCDC would like to reserve the right to work with a volunteer group if given the opportunity.

The HSTCDC will annually solicit, in the Joplin Globe and other area newspapers, sub-contractor and general contractors who are interested and qualified to participate in the program. The pre-qualified list of contractors will be directly solicited for each project within 30 days of closing on the lot. The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The HSTCDC will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER

Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The HSTCDC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the HSTCDC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the HSTCDC, if necessary. A standard closing process will be completed by the title company. The HSTCDC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS

In the event a particular project does not sell within six (6) months of its construction completion, the HSTCDC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the HSTCDC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS

When homes are sold, the funds that are repaid to the HSTCDC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to develop new homes.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the HSTCDC will no longer be restricted to federal regulations and will be considered "cash proceeds". The HSTCDC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET

The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 8,000	$ 73,000	$ 9,000	$ 90,000

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2012-127 **ORDINANCE NO.**

AN ORDINANCE approving and Agreement between the City of Joplin, Missouri, and the Harry S. Truman Community Development Corporation (HSTCDC) generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City of Joplin and Harry S. Truman Community Development Corporation (HSTCDC), are desirous of entering into an agreement whereby HSTCDC will construct a new home for a low/moderate income family through the Home Partnership Investment Program (HOME).

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

Section 1. That the Agreement between the City of Joplin, Missouri, and the Harry S. Truman Community Development Corporation, generally pertaining to HOME funds for new construction of housing, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved

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

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such is considered in an emergency and shall take effect immediately upon passage.

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

_____, 2012, by a _____ vote.

_____
Melodee E. Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2012

Item: Council Bill No. 2012-128
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Sub-recipient Agreement
2) Council Bill No 2012-128

Planning & Community Development Mgr: Troy Bolander TB.	Date: 4/9/12
Public Works Director: David Hertzberg DH	Date: 4/9/12
Finance Director: Leslie Jones LJ	Date: 4-10-12
City Attorney: Brian Head BH	Date: 4-10-12
City Manager: R. Mark Rohr RMR	Date: 4-9-12

INTRODUCTION:

The following is an agreement between the City of Joplin and the Economic Security Corporation Southwest Area for 2011 HOME Housing Rehabilitation funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's relationship with the Economic Security Corporation (ESC) to rehabilitate owner occupied homes within the region. This program will provide $367,313 in 2011 HOME funds for the rehabilitation of homes owned by low-to-moderate income families or individuals. The maximum assistance available will be $25,000 per house with additional costs allowed for project management administration provided by ESC. The allocation should provide adequate funding for approximately thirteen (13) rehabilitation projects.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2011Action Plan.

Staff recommends approval of the agreement on an emergency basis, so ESC can continue with housing rehabilitation projects under the HOME program

AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this ___day of _____, 20___ by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2011 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $367,313 from its 2011 HOME funds for a Homeowner Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program

pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter

60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $367,313 from its 2011 HOME funds allocation for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $367,313 from its 2011 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 20___.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Planning & Community Development Manager

ATTEST:

R Mark Rohr
City Manager

Barbara L. Hogelin
City Clerk

APPROVED AS TO FORM:

Brian W. Head
City Attorney

COUNCIL BILL NO. 2012-128 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertains to 2011HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

WHEREAS, the City of Joplin and Economic Security corporation (ESC) of Southwest Missouri, as desirous of entering into an agreement whereby ESC will rehabilitate owner occupied homes for low/moderate income families through the Home Partnership Investment Program (HOME).

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

Section 1: That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation dealing generally with 2011 HOME Housing Rehabilitation funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

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

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

_____
Melodee E. Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED SPECIAL COUNCIL MEETING DATE: APRIL 16, 2012

ITEM: COUNCIL BILL NO. 2012-502

APPROVING A CONTRACT BY AND BETWEEN THE CITY OF JOPLIN AND ANTHEM BCBS TO PROVIDE ENHANCED EMPLOYEE ASSISTANCE PROGRAM (EAP) BENEFITS FOR CITY EMPLOYEES ON BEHALF OF THE EMPLOYER, THE CITY OF JOPLIN; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT BY AND ON BEHALF OF THE CITY OF JOPLIN; AND CONTAINING AN EMERGENCY CLAUSE.

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: ANTHEM BCBS CONTRACT; COUNCIL BILL

Finance Director: Leslie Jones	**Date:** 4-9-12
Human Resource Director: Reba Snavely	**Date:** 4-9-12
City Attorney: Brian Head	**Date:** 4-9-12
City Manager: Mark Rohr	**Date:** 4-9-12

INTRODUCTION:
This Council Bill approves a contract with Anthem BCBS to provide enhanced employee assistance program (EAP) benefits for City employees.

DISCUSSION:
The current contract with Anthem BCBS provides ***basic*** employee assistance program (EAP) benefits for City employees at a cost of $1.20 per employee per month or approximately $7,200 per year.

The employee insurance advisory committee has set certain goals to help ensure a healthy and effective environment. After reviewing the claims data, one initiative established by the wellness subcommittee is to offer an enhanced EAP program for City employees. This contract approves this enhancement effective May 1, 2012 at a cost of $2.22 per employee per month or approximately $6,120 additional per year. The initiative also includes educating City employees about this service and increasing the utilization of the program to meet the overall goal of a healthy environment.

The enhanced program increases the number of face-to-face counseling sessions from 3 to 6 at no cost or co-pay for city employees. It also adds many other services, such as child and elder care referrals, supervisor consultation, trauma response, and eight hours of educational training.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-502 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide enhanced employee assistance program (EAP) benefits for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and Anthem BCBS to provide enhanced employee assistance program (EAP) benefits for City employees on behalf of the employer, the City of Joplin, a true and accurate 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 the City Attorney, to execute said Agreement, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W Head, City Attorney

MINIMUM FUNDING / ASO RENEWAL RATES

ACCOUNT NAME: **CITY OF JOPLIN**
GROUP NUMBER: **00210952 / 00210953**
EFFECTIVE DATE: **05/01/2012 - 12/31/2012**
LINE OF BUSINESS: **MED / RX**

CUSTOM PPO

	EMP	EE/SP	EE/CH	FAM	COMP
TOTAL EMPLOYEES	214	43	24	212	493
SPECIFIC S-L:					
CURRENT RATES	$30.65	$98.08	$98.08	$98.08	$68.81
RENEWAL RATES	**$30.65**	**$98.08**	**$98.08**	**$98.08**	**$68.81**
% CHANGE	0.0%	0.0%	0.0%	0.0%	0.0%
ADMINISTRATION:					
CURRENT RATES	$40.61	$40.61	$40.61	$40.61	$40.61
RENEWAL RATES	**$41.63**	**$41.63**	**$41.63**	**$41.63**	**$41.63**
% CHANGE	2.5%	2.5%	2.5%	2.5%	2.5%
TOTAL FIXED COSTS:					
CURRENT RATES	$71.26	$138.69	$138.69	$138.69	$109.42
RENEWAL RATES	**$72.28**	**$139.71**	**$139.71**	**$139.71**	**$110.44**
% CHANGE	1.4%	0.7%	0.7%	0.7%	0.9%

SIGNATURE: _____ DATE: _____

Employee Assistance Program Agreement
(Enhanced Product)

This Employee Assistance Program Agreement ("Agreement") is by and between Anthem Blue Cross Blue Shield ("Company") and City of Joplin ("Customer").

Customer desires to engage Company to provide a program of employee assistance services to Customer's EAP Covered Individuals (defined herein) and Company desires to accept such engagement pursuant to the terms of this Agreement. For the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **Defined Terms.** The following capitalized terms used in throughout this Agreement shall have the meanings set forth respectively after each such term.

a. "Employee Assistance Program" or "EAP" means a program, described in this Agreement, including the Exhibits hereto, which arranges for confidential services for Customer's Employees and Household Members of such Employees to identify and promote an understanding of specific problems and to select an appropriate resource(s) to address the problem(s), within the scope of the EAP services offered.

b. "Employee Assistance Program Provider" or "EAP Provider" means a provider that provides and/or arranges for Employee assistance through counseling and other professional services to EAP Covered Individuals.

c. "EAP Covered Individual" means any Employee and such Employee's Household Members.

d. "Employee" means Customer's full-time and part-time employees, as determined or verified by Customer.

e. "Household Member" means any individual whose place of residence is the same as an Employee.

2. **EAP Services.** Company shall provide the Employee Assistance Program as described in this Agreement, including Exhibit A, which is attached hereto.

Company will provide confidential services for each EAP Covered Individual to identify and promote an understanding of specific problems and to select an appropriate resource(s) to address the problem(s), within the scope of the services offered. An EAP Provider may refer the EAP Covered Individual to another program or individual that is not affiliated with Company for appropriate assistance if the EAP Covered Individual requests a referral and/or the EAP Provider deems it consistent with resolution of the identified problem. Company will follow-up with any referred EAP Covered Individual and provide additional referrals if the EAP Covered Individual is not satisfied with the services he/she received.

Referrals provided by Company for elder care, child care, legal services or other community services are not endorsements or recommendations with respect to the services or providers referred. The EAP Covered Individual has the responsibility to screen and ultimately select the vendor of his/her choice.

3. **EAP Availability.** Access to the EAP for EAP Covered Individuals' emergencies will be available twenty-four (24) hours per day, seven (7) days per week through a toll-free telephone number. Access to routine EAP services will be available during normal business hours. Additionally, Company maintains an internet program website located at the address listed on Exhibit A that may also be accessed 24 hours per day, 7 days per week.

4. **Additional Services.** Customer may request Company to provide services in addition to those described on Exhibit A. Company will submit an invoice to Customer in accordance with the fees set forth on Exhibit C for additional services that are agreed to by the parties. For additional services not described on Exhibit C, Company will submit a separate proposal describing such additional services to Customer, including the costs for such services. Company will perform the additional services after the proposal has been discussed and accepted in a written agreement.

5. **EAP Implementation.** Company has designed an implementation process to introduce and integrate the EAP within the Customer's workplace. The dedicated account manager is available to consult with the Customer regarding the implementation. Customer shall define what Employees are eligible to receive EAP services.

6. **EAP Promotion.** Company and Customer will design a communication process to promote the EAP to Employees. Company will assist Customer in informing Employees of the availability of, and services included in, the EAP.

7. **Data System.** Company will maintain an electronic data system enabling it to furnish Customer with regular reports that reflect the periodic utilization of EAP services, consistent with applicable confidentiality laws and regulations.

8. **EAP Audit.** Upon reasonable advance request and during normal business hours, Company will permit a mutually agreed upon, authorized Customer representative to review Company's records related to the EAP for the purpose of reviewing utilization of EAP services, consistent with applicable confidentiality laws and regulations. If Company and Customer cannot agree upon a Customer representative, Company will recommend an independent person to conduct the audit. Any such audit will be conducted at the Customer's expense.

9. **Proprietary Information.** The parties agree that all non-public information provided to Customer in any format that is used in or relates to the EAP is Company's confidential and proprietary information and shall remain the exclusive property of Company. Customer does not obtain any right to use or disclose such proprietary information and shall not divulge, furnish or make available any of the proprietary information to any other party. Upon termination of this Agreement, Customer shall return all copies of any proprietary information in its possession to Company.

10. **Confidentiality.** Both parties agree to perform their duties in compliance with all applicable confidentiality laws and regulations. The information conveyed by any EAP Covered Individual in connection with operation of the EAP shall be confidential information that Company and the Company service provider shall not disclose to Customer unless the EAP Covered Individual authorizes, in writing, the disclosure or the disclosure is otherwise required by law.

11. **Fees.** Customer shall pay Company for the EAP services and any requested additional services in accordance with the terms of Exhibit B, attached hereto. All expenses associated with travel to the Customer's locations, and out-of-pocket expenses associated with travel will be billed as outlined in Exhibit C. Company will bill Customer monthly for reimbursement of such travel and out-of-pocket expenses.

12. **Insurance.** During the term of this Agreement, Company will maintain a policy of professional liability insurance in the minimum amounts of $1,000,000.00 per occurrence and $3,000,000.00 aggregate, as well as such other policies of insurance as Company deems prudent in conducting it business. Company shall provide proof of insurance to Customer upon request.

13. **Indemnification.** Each party shall indemnify and hold the other party harmless from any and all claims, actions, settlements and liabilities incurred as a result of any act or omission by the indemnifying party.

14. **Assignment and Subcontract.** Neither party may assign all or any of its rights and responsibilities hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that Company retains the right to assign in whole or in part, this Agreement to a subsidiary, affiliate, or successor of Company. Company shall have the right to subcontract its rights and responsibilities hereunder.

15. **Term and Termination.**

a. Term. This Agreement shall commence on May 1, 2012 (the "Effective Date") and shall continue in full force and effect until April 30, 2013, and will automatically renew for consecutive twelve (12) month term(s) thereafter unless terminated as provided herein.

b. Termination. This Agreement may be terminated in the following manner:

1). During the first 12 months of this Agreement, the Agreement may be terminated only for material breach, following written notice of such breach and a 30 calendar day opportunity to cure, however, Company may terminate this Agreement upon 10 calendar days notice for nonpayment of fees.

2). After the expiration of the first 12 months of this Agreement, either party may terminate this Agreement with or without cause upon 90 calendar days prior written notice to the other party, however, Company may terminate this Agreement upon 10 calendar days notice for nonpayment of fees.

16. **Other.** a) This Agreement will be governed by Colorado law; b) Company and Customer agree to timely perform their respective duties in good faith and in the best interests of the EAP; c) This Agreement does not, and is not intended to, create any relationship between Company and Customer other than that of independent entities contracting solely for the purpose of operation of the EAP as described in this Agreement. Customer and Company are not the agent, partner, co-venturer or employee of the other; d) Company may provide the same or similar services to other companies during the term of this Agreement. During the term of this Agreement, Customer shall not purchase or otherwise provide the same or similar services as those provided by Company hereunder; e) All notices to be delivered to a party shall be delivered to the address set forth below; f) If a dispute arises between the parties regarding this Agreement, the parties shall first attempt to informally resolve the their differences before pursuing any legal remedies.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

(Company name)	**(Customer name)**
_____ *Signature*	_____ *Signature*
Laurie K. Wright *Printed Name*	_____ *Printed Name*
Staff Vice President *Title*	_____ *Title*
7600 East Eastman Avenue, Suite 500 *Street Address*	_____ *Street Address*
Denver, Colorado 80231 *City, State, Zip*	_____ *City, State, Zip*
_____ *Date*	_____ *Date*
	_____ *Tax I.D. #*

EXHIBIT A
SERVICE SPECIFICATIONS

- A Dedicated Account Manager
- Employee orientation video/CD
- Standard utilization report provided 2 times per year
- In person clinical assessment and referral up to 6 sessions per problem per year for EAP Covered Individuals
- 24 hours per day/7 days per week emergency telephone access
- Telephonic triage response for mental health, substance abuse, financial, and legal counseling, childcare and eldercare search
- Workplace trauma response. Workplace trauma response means telephonic consultation, planning, and educational support materials in response to a workplace based trauma.
- Critical Incident Stress Debriefing (CISD) - 1 per year as requested. CISD means a response by the EAP in connection with a sudden, unanticipated incident or circumstance, at or near the workplace, involving death or critical injury or threat thereof, which produces a high degree of distress in the affected Employees. The response consists of a professional providing onsite group and individual services for up to 4 hours per incident.
- Access to Company website for information, referral and interactive problem assessment
- Web broadcast for key Employee training
- Web broadcast for Employee workshops
- A "bank" of 8 hours of onsite services per year, to be used for Employee orientation, key Employee training, health fairs, and/or Employee workshops.
- Unlimited telephonic supervisory workplace behavior consultation
- Return to work case management
- Substance abuse policy consultation and recommendations
- One (1) brochure with wallet card per Employee provided to the Customer for distribution
- One refrigerator magnet per Employee provided to the Customer for distribution
- Quarterly newsletters made available to the Customer for Employee distribution

- EAP posters provided for all major locations

- Post-termination services: Customer acknowledges that at the time this Agreement is terminated there may be EAP Covered Individuals engaged in EAP counseling that may require ongoing EAP counseling services. Accordingly, upon any notice of termination of this Agreement, Company will provide to Customer a de-identified list of existing cases for which ongoing EAP counseling would be appropriate. For such cases, Customer shall allow Company to continue to provide EAP services for up to 45 calendar days after termination of this Agreement and shall reimburse Company according to Company's then standard EAP fees. Otherwise, Company will provide assistance in transition or other services related to the termination of this Agreement only upon the specific request of Customer and agreement by the parties as to additional charges to be paid by Customer for such services. This provision survives the termination of this Agreement.

EXHIBIT B
FEES

Customer represents to Company that it has an Employee Base of 520 Employees. Customer shall pay Company $26.64 per Employee per year for a total annual fee of $13,852.00 (the "Annual Fee"), which equates to $2.22 per Employee per month.

Customer shall pay Company the Annual Fee on a monthly basis in twelve installments of $1,154.40. Company will include this EAP fee in its monthly health plan ASO billing to Customer.

Customer agrees that the Annual Fee will be adjusted if the Employee base increases or decreases by 10% or more. The Annual Fee will be adjusted by multiplying the Annual Fee pro-rated per month by the difference in the Employee base and reconciled per the terms of the Agreement. Customer agrees to notify Company of changes in the Employee base within 60 calendar days.

Customer agrees that the Annual Fee for the first year is non-refundable, unless pursuant to Section 15 of the Agreement, Customer terminates this Agreement after notice of a material breach has been provided, and Company has failed to cure the material breach. In those situations, Customer will be entitled to a partial refund of the Annual Sum to be calculated as the per Employee per month fee (set forth above) multiplied by the number of months remaining (in the first year of the Agreement) after termination of the Agreement.

EXHIBIT C
ADDITIONAL SERVICES AND FEES

These fees are applicable during the calendar year in which the contract is first effective.

Fees may be modified annually thereafter

On site critical incident response in excess of the number on Exhibit A will be billed at $300.00 per hour per presenter. In the event of cancellation or rescheduling of a session within 24 hours of the originally scheduled appointment, Customer will pay a flat fee of $300 per requested presenter for each shift cancelled. Deadline for cancellations of service schedule for Monday is 12:00 noon on the preceding Friday.

On site Employee trainings or educational workshops in excess of the number on Exhibit A will be billed at $200.00 per hour per presenter. In the event of cancellation or rescheduling of a session within 24 hours of the originally scheduled appointment, Customer will pay a flat fee of $200 per requested presenter for each shift cancelled. Deadline for cancellations of service scheduled for Monday is 12:00 noon on the preceding Friday.

Coaching, team building, policy consultation, organizational development, and mediation workshops will be billed at $200.00 per hour per presenter.

All above services will be billed to Customer as fee for service at time of service. Payment is due 30 calendar days from receipt of invoice.

Customer will reimburse Company for all travel costs for on-site services for travel of greater than 50 miles.

Post termination services will be billed at $100.00 per each counseling session.

Additional services available upon request.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 5, 2012

Item: COUNCIL BILL NO. 2012-263
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 2.24.2012
City Attorney: Brian Head — Date: 2/24/12
City Manager: R. Mark Rohr — Date: 2-28-12
Board or Commission: Planning and Zoning Commission — Date: 2/13/2012

Recommended Action: Planning and Zoning Commission recommended amending the requested rezoning from District C-3 to District C-3-PD by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 015-12: 2911, 2914, 2920, and 2922 East 22nd Street – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – Fred Parrett.

STAFF SUMMARY:
This property is suited for commercial development as identified in the comprehensive plan. The zoning change should not detrimentally affect nearby properties due to the proximity to Range Line Road.

The owners of nearby properties have sought similar rezoning. Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Fred Parrett explained that he owns the four properties shown on East 22nd Street and resided at 2920 East 22nd Street at the time of the tornado. He stated that the street has always been very busy, with 22nd Street being used to avoid the intersection of 20th Street and Range Line Road. He stated that all the structures on that block are gone, and that it is time to rezone since the property is connected to existing commercial property. He thought this was a good time to make these commercial properties and stated that the three lots on the south side of 22nd Street are contiguous.

Mr. Smith asked Mr. Parrett if he owns the property on the north side that is zoned R-1, and he replied that is correct. He owns one lot on the north side and three lots on the south side.

Mr. Smith mentioned one lot on the north side zoned R-1 between Mr. Parrett's lot and the existing district. Mr. Parrett doesn't own that lot but stated his contiguous lots are on the south side.

Mr. Smith asked Mr. Parrett if he would have any problem if the commissioners just approved the rezoning for the three lots on the south side of 22nd Street. He personally knows the owner of one of the properties on the north side of 22nd Street who also wants to rezone to commercial.

Mr. Smith asked Mr. Parrett if this is the property to the east of the lot he owns on the north side of the street, and he replied that this person owns the property to the west of 2911 East 22nd Street. Mr. Parrett does not know who currently owns the property directly west of Arby's.

Mr. Landrith asked Mr. Parrett if he would have any objection to rezoning the property to a planned district with his properties. He was not fully informed on exactly what the planned district entails and asked if District C-0-PD is what the commissioners are suggesting. He asked if that district would include office buildings.

Mr. Landrith replied that was correct, but that Mr. Parrett must also submit plans to the Planning and Zoning Commission and to the City Council for review.

Mr. Landrith discussed the recent rezoning requests along the east side of Highview Avenue, with the commissioners amending those requests to rezone the properties to District C-0-PD. The City Council rejected all four requests. He thought rezoning from the least intensive residential use to the most extensive commercial use presents a problem. He thought the planned district would be better with the existing houses to the south and west.

Mr. Parrett explained that he could smell the paint fumes coming from a body shop located directly behind his home at 2920 East 22nd Street. He mentioned the Kum-N-Go convenience store directly east of his property. The body shop and another business were located directly to the south, along with apartments being located south of his property. He didn't see where the City Council would have much rationale to not rezone these properties to District C-3.

Mr. Parrett thought this area would be a good location for Joplin's future expansion of business and commerce and would prefer not to rezone the property to District C-0-PD.

Mr. Harrington asked Mr. Landrith if he is recommending C-0-PD zoning or C-3-PD zoning, and he replied C-3-PD.

Mr. Harrington explained that the property would still be zoned commercial, but a potential developer must submit the site plans to this commission and the City Council for review.

Mr. Parrett does not personally plan to develop the property but wishes to position himself to sell those properties for the maximum amount possible.

Mr. Harrington asked Mr. Parrett if he has any objection to District C-3-PD (planned district) so that whoever purchases the property must submit their plans to the City for approval. He explained that it still gives Mr. Parrett the same C-3 zoning, but it does require the development to submit their plans for approval. Mr. Parrett wouldn't object to the planned district and if it involves drainage and utilities for the plan development.

Mr. Landrith preferred a planned district. He expressed concern that the decisions being made as City, as the Planning and Zoning Commission, and as the City Council will affect the city for the next 25 to 50 years, and he thought this should be done in an orderly manner with a great deal of thought and not rush into it with spot zoning and all the other things that could take place. He explained that the planned district does allow for better control of what type of development takes place and makes it a little more orderly than what it has been in the past.

PUBLIC COMMENT:

The following property owners appeared in favor of the request:

Mr. Ed Campbell, owner of property at 2907 East 22nd Street

Ms. Diane Schwarting, owner of property at 2908 East 22nd Street

They expressed concern about the safety of children and thought it was time to rezone the property in this area commercial. They discussed the increased traffic flow on 22nd Street due to the commercial activity in this area.

The following person appeared in opposition to the request:

Dr. Keith Grebe, 2736 East 15th Street

He expressed concern about the increased traffic funneling into a residential area and creating more problems for people who are already building homes in this area. He discussed the development of a buffer to separate the commercial areas from the residential areas. He thought the City Council is looking into some type of master plan for the area between Highview and Range Line from this particular area down to Seventh Street. He expressed concern about rezoning with no idea what type of development will take place, who will inhabit the property, or how the property will be used.

Mr. McClure asked Dr. Grebe if he would be opposed to changing the zoning plan to a C-3-PD district. He replied that this is the heaviest commercial use in the zoning code and expressed concern about placing that zoning adjacent to people who are building houses. He discussed the need to maintain a residential integrity. He thought those in the area are willing to discuss businesses that have entrances from Range Line back into this area and route their traffic off of Range Line, but that those rezoning along Highview were wanting to use Highview as their main entrance. He thought businesses in this area would use 22nd Street and Highview as their main approach, plus Range Line. He opposed that simply because it brings the traffic into the area.

Mr. Anderson noted for the record that one petition of protest has been filed by Mr. Gary Reed. He reminded those present that the City Council will review this request on Monday, March 5. He explained that an open house will be taking place in City Hall on Tuesday, February 14, from 5:30 to 7:30 p.m. to visit with the City of Joplin's consultant to review of the City's Comprehensive Plan. This plan does not just cover the tornado zone, but the entire city.

Mr. Anderson encouraged those present to attend the open house and review the plans and express their comments to the consultant about what they think his plan for the future of Joplin is.

Mr. Kellstadt explained that this also involves the ongoing efforts that the Citizen Advisory Recovery Team (CART) has recommended, as well as various citizens who have participated in the development of the Comprehensive Plan.

Council Bill 2012-263

Update:

A public hearing for this rezoning request was held on March 5, 2012. At that time, the request was tabled with the applicant's concurrence in order for the updates to the Comprehensive Plan to go into effect and to give time for rezoning of neighboring properties to move forward. The neighboring properties were subsequently rezoned as C-1-PD.

Now that the new development standards have been adopted and the neighboring properties have been rezoned, staff recommends that this request be modified to C-1-PD and approved.

Z&P Meeting: February 12, 2012
City Council Meeting: March 5, 2012

STAFF PLANNING REPORT

CASE 015-12:

Petition the Council to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial District) for future commercial development.

APPLICANT:

Fred W. Parrett

LOCATION:

2911, 2914, 2920, and 2922 West 22nd Street

PRESENT ZONING:

R-1 (Single-Family Residential)

REQUESTED ZONING:

C-3 (Commercial District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 90'x120' and 245'x120' (10,800 and 29,406 square feet)

FLOOD PLAIN

Zone X

SITE	LAND USE	EXISTING ZONING
NORTH	Commercial & Single-Family Residential	C-3 & R-1
SOUTH	Commercial & Single-Family Residential	C-3 & R-1
EAST	Commercial & Single-Family Residential	C-3 & R-1
WEST	Single-Family Residential	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

22nd Street

CLASSIFICATION OF STREET(S)

22nd Street – local

RIGHT-OF-WAY WIDTH

22nd Street – 50 feet

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

No.

UTILITIES:

The property has all utility connections

CONSISTENT WITH FUTURE LAND USE MAP?

Yes

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suited for commercial development as identified in the comprehensive plan.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change should not detrimentally affect nearby properties due to proximity to Range Line Road.

DISCUSSION

Nearby properties have sought similar rezoning. Staff recommends approval.

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
RECEIVED 12-9-11
Case No.: 015-12
~~Filing Fee:~~
Date Advertised: 1-29-12
Date Notices Sent
Public Hearing Date: 2-13-12

APPLICANT: FRED W. PARRETT PHONE: 405-285-5856
ADDRESS: 7301 E. WATERLOO Rd., EDMOND, OK ZIP: 73034
OWNER: FRED W PARRETT PHONE: 405-285-5856
ADDRESS: 7301 E WATERLOO Rd, EDMOND, OK ZIP: 73034
LOCATION OF PROPERTY: 2911 E. 22nd - 2914 E. 22nd - 2920 E 22nd & 2922 E 22nd / Joplin, MO
LEGAL DESCRIPTION: SEE ATTACHED

Present Zoning R-1 Requested Zoning: COMM 3 Acreage: 0.92
Present Use of Property: RES. HOUSING

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	RESIDENCE	R1
South	APTS	B2 + R1
East	COMML (RUM + GO)	R1 + B3
West	RESIDENCE	R-1

CHARACTER OF THE NEIGHBORHOOD: RESIDENTIAL

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain:
   NO

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 22nd St
2. Classification of Street(s):
   Arterial____ Collector____ Local ✓
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard? NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Fred W Parrett DATE: 12/9/11
BY:
TITLE:

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



0 95 190 380 570 760 Feet

Case 015-12: A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial Districtl) for commercial development at the area generally described as 2911, 2914, 2920,and 2922 East 22nd Street - Fred Parrett

N

Case 015-12: 2911, 2914, 2920, and 2922 East 22nd Street – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – Fred Parrett.

Mr. Anderson opened the public hearing for Case 015-12.

Mr. Fred Parrett, 7301 East Waterloo Road, Edmond, Oklahoma, appeared and explained that he owns the four properties shown on East 22nd Street and resided at 2920 East 22nd Street at the time of the tornado. He stated that the street has always been very busy, with 22nd Street being used to avoid the intersection of 20th Street and Range Line Road. He explained that all the structures on that block are gone, and that it is time to rezone. The property is connected to existing commercial property, and he would like to receive as much money as possible for the lots.

Mr. Parrett thought this was a good time to make these commercial properties and explained that the three lots on the south side of 22nd Street are contiguous.

Mr. Smith asked Mr. Parrett if he owns the property on the north side that is zoned R-1, and he replied that is correct. He owns one lot on the north side and three lots on the south side.

Mr. Smith mentioned one lot on the north side that is zoned R-1 between Mr. Parrett's lot and the existing district. Mr. Parrett stated that he doesn't own that lot, but that his contiguous lots are on the south side.

Mr. Smith asked Mr. Parrett if he would have any problem if the commissioners just approved the rezoning for the three lots on the south side of 22nd Street. He personally knows the owner of one of the properties on the north side of 22nd Street, and that he also wants to rezone to commercial.

Mr. Smith asked Mr. Parrett if this is the property to the east of the lot he owns on the north side of the street, and he replied that this person owns the property to the west of 2911 East 22nd Street. Mr. Parrett does not know who currently owns the property directly west of Arby's.

Mr. Landrith asked Mr. Parrett if he would have any objection to rezoning the property to a planned district with his properties. He was not fully informed on exactly what the planned district entails and asked if District C-0-PD is what the commissioners are suggesting. He asked if that district would include office buildings.

Mr. Landrith replied that was correct, but that Mr. Parrett must also submit plans to the Planning and Zoning Commission and to the City Council for review.

Mr. Landrith discussed the recent rezoning requests along the east side of Highview Avenue, with the commissioners amending those requests to rezone the properties to District C-0-PD. The City Council rejected all four requests. He thought that rezoning from District R-1 to District C-3 presents a problem with rezoning from the least intensive residential use to the most extensive commercial use. He thought the planned district would be better with the existing houses to the south and west.

Mr. Parrett explained that occasionally he could smell the paint fumes coming from a body shop located directly behind his home at 2920 East 22nd Street. He mentioned the Kum-N-Go

convenience store directly east of his property. The body shop and another business were located directly to the south, along with apartments being located south of his property. He didn't see where the City Council would have much rationale to not rezone these properties to District C-3.

Mr. Parrett thought this area would be a good location for Joplin's future expansion of business and commerce and would prefer not to rezone the property to District C-0-PD.

Mr. Harrington asked Mr. Landrith if he is recommending C-0-PD zoning or C-3-PD zoning, and he replied C-3-PD.

Mr. Harrington explained that the property would still be zoned commercial, but a potential developer must submit the site plans to this commission and the City Council for review.

Mr. Parrett does not personally plan to develop the property but wishes to position himself to sell those properties for the maximum amount possible.

Mr. Harrington asked Mr. Parrett if he has any objection to District C-3-PD (planned district) so that whoever purchases the property must submit their plans to the City for approval. He explained that it still gives Mr. Parrett the same C-3 zoning, but it does require the development to submit their plans for approval.

Mr. Parrett replied that he wouldn't object to the planned district and if it involves drainage and utilities for the plan development.

Mr. Anderson asked for comments from the audience in favor of this request.

Mr. Ed Campbell appeared in favor of the request and explained that he owns the property at 2907 East 22nd Street, directly west of Mr. Parrett's property at 2911 East 22nd. Mr. Campbell expressed concern about the safety for children in the area and believes it is time to make that property commercial. He discussed the intense traffic flow on 22nd Street during the last couple of years and did not believe this area is safe for residential development. He thought it would be better rezoned for some type of commercial property.

Ms. Diane Schwarting appeared in favor and explained that she owns the property at 2908 East 22nd Street, directly west of Mr. Parrett's three lots on the south side of the street. She agreed that 22nd Street should be commercial due to the big increase in traffic since she purchased her property 13 years ago.

Ms. Schwarting mentioned a bank, Rib Crib, Kentucky Fried Chicken, Lowe's, and the other businesses on the south end of the block, and the additional traffic using 22nd Street to avoid the traffic signal at 20th Street. She discussed the traffic coming to the convenience store and to the other businesses to the south. She expressed concern about the safety for children in the area and explained that at her current residence, her grandchildren can ride their bicycles.

Ms. Schwarting thought that those who were protesting the rezoning along Highview Avenue wanted a buffer between Range Line and Highview. She thought that 22nd Street is just like 24th Street in that it will become more and more busy, but that the rezoning along 22nd Street would be a good buffer to make the transition between Range Line and Highview. She, along with Ed and

Barbara Campbell, has applied to have their properties rezoned to commercial. She didn't feel like the area along 22nd Street is as homey as it once was.

Ms. Schwarting tried to include her application on this meeting's agenda so the commissioners would know that six out of 10 property owners on that street who are seeking commercial zoning. She didn't wish to make more money for selfish needs if she felt like it was just for her.

Mr. Anderson asked for additional comments in favor, and none were received. He then asked for comments in opposition to this request.

Dr. Keith Grebe, 2736 East 15th Street, Joplin, appeared in opposition to the request and also owns property in the 1800 block of Texas Avenue. He felt for the people who own property in that area because they have suffered a loss, but he opposed the request for several reasons. He discussed Mr. Parrett's comments regarding the traffic in this area and the problems with the commercial area abutting the residential properties.

Dr. Grebe thought the commercial zoning would only make the traffic issues much worse. He stated that Mr. Parrett's property does not front onto Range Line Road but fronts onto 22nd Street. The traffic will again funnel into a residential area and create more problems for the people who are already building homes in the area.

Dr. Grebe explained that when the City Council reviewed the other property in the area, they discussed a buffer in the Master Plan to be able to separate these areas from the residential areas. He did not believe this meant more commercial property, but a physical buffer such as trees, plants, or fences buffer the area. He realizes that a lot of property owners want to maximize their return from their property, but that there are numerous homeowners rebuilding in that area right now, with the problems being transferred from these particular individuals to those homeowners.

Dr. Grebe discussed the piecemeal rezoning requests, but he hoped that the reason the City Council denied the previous requests is that they are looking into some type of a project all the way from this particular area down to Seventh Street, and how to treat the City's Master Plan in terms of coming down to Highview Avenue for commercial development. He strongly opposes this rezoning request since it makes the problems for the owners in that block worse for the people who are rebuilding.

Dr. Grebe explained that this request is a proposal to sell with no idea what type of development will take place there, who will inhabit the property, and how the property will be used. He stated that homeowners are rebuilding next door to this property and investing money into their homes and do not want the traffic and other issues. The rezoning will make these issues worse for everyone else in that area.

Dr. Grebe understands that the property owners want to maximize their return, but he did not believe it should be at the cost at the neighborhood and the other people in this area. He thought that until the City develops a Master Plan, the area residents will unanimously oppose any rezoning requests.

Mr. Smith asked Dr. Grebe for his address, and he replied 2736 East 15th Street. He also owns property at 18th Street and Texas Avenue on which he plans to rebuild single-family housing.

Mr. McClure asked Dr. Grebe if he would be opposed to changing the zoning plan to a C-3-PD district. He replied that this is the heaviest commercial use in the zoning code and expressed concern about placing that zoning adjacent to people who are building houses. He discussed the need to maintain a residential integrity. He thought those in the area are willing to discuss businesses that have entrances from Range Line back into this area and route their traffic off of Range Line, but that those rezoning along Highview were wanting to use Highview as their main entrance. He thought businesses in this area would use 22nd Street and Highview as their main approach, plus Range Line. He opposed that simply because it brings the traffic into the area.

Dr. Grebe explained that the property in this request has a convenience store sitting in front of it, so the property cannot be accessed from Range Line. He stated that the property must be accessed from 22nd Street and from Highview, making the traffic issues in the area much worse.

Mr. Anderson asked for additional comments in opposition, and none were received. He then closed the public hearing for Case 015-12. He noted for the record that one petition of protest has been filed by Mr. Gary Reed on this case.

Mr. Landrith preferred a planned district. He expressed concern that the decisions being made as City, as the Planning and Zoning Commission, and as the City Council will affect the city for the next 25 to 50 years, and he thought this should be done in an orderly manner with a great deal of thought and not rush into it with spot zoning and all the other things that could take place. He explained that the planned district does allow for better control of what type of development takes place and makes it a little more orderly than what it has been in the past.

MR. LANDRITH MOVED, SECONDED BY MR. GILSTRAP, TO AMEND CASE 015-12 FROM THE REQUESTED DISTRICT C-3 TO DISTRICT C-3-PD, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE"; AND WITH MR. EASTMAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

MR. LANDRITH MOVED, SECONDED BY MR. SMITH, TO FORWARD THE AMENDED DISTRICT C-3-PD TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL AS AMENDED IN THE PREVIOUS MOTION. THE MOTION CARRIED, WITH MR. ANDERSON, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE"; AND WITH MR. EASTMAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Mr. Anderson reminded those present that the City Council will review this request on Monday, March 5. He explained that an open house will be taking place in City Hall on Tuesday, February 14, from 5:30 to 7:30 p.m. to visit with the City of Joplin's consultant to review of the City's Comprehensive Plan. This plan does not just cover the tornado zone, but the entire city.

Mr. Anderson encouraged those present to attend the open house and review the plans and express their comments to the consultant about what they think his plan for the future of Joplin is.

Mr. Kellstadt explained that this also involves the ongoing efforts that the Citizen Advisory Recovery Team (CART) has recommended, as well as various citizens who have participated in the development of the Comprehensive Plan.

P & Z Case 015-12
Fred Parrett
(P & Z Recommended amending the requested rezoning to District C-3-PD)

COUNCIL BILL NO. 2012-263 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 2911, 2914, 2920 and 2922 East 22nd Street in the City of Joplin, Jasper County, Missouri.

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

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

All of the East 90 feet of Lot Numbered ten (10) in Kindred's Subdivision to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof and All of Lot Numbered Nine (9) Except the East 90 feet and Except the West 140 feet in Kindred's Subdivision in the City of Joplin, Jasper County, Missouri, according to the plat thereof, and All of the East 90 feet of Lot Numbered Nine (9) in Kindred's Subdivision to the City of Joplin, Jasper County, Missouri according to the plat thereof, and All of the West 130 feet of Lot Numbered Seven (7) Except the East 50 feet thereof in Kindred's Subdivision in the City of Joplin, Jasper County, Missouri according to the plat thereof.

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

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

ATTEST: _____
Melodee E. Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney