INFORMAL AGENDA

May 7, 2012

5:15 p.m.

1. Council Appointments
2. Appointments to Boards and Commissions
3. Discussion of employee compensation
4. Any other business

COUNCIL AGENDA

May 7, 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**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**

1. COUNCIL BILL NO. 2012-287 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 655 Lavender Lane, in Jasper County, Missouri. (Requested by AM Properties, LLC. Planning and Zoning recommended approval).

2. COUNCIL BILL NO. 2012-288 - 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 C-1-PD and including in District C-3-PD property as described below and located at 1900 South Range Line Road and 1805, 1809, 1813, 1817, 1823, 1903, 1909, and 1915 South Highview Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Majzoub Family Limited Partnership. Planning and Zoning recommended approval).

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

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

3. RESOLUTION NO. 2012-013- A RESOLUTION granting a Special Use Permit (First Request) to Majzoub Family Limited Partnership for a parking lot at 2926 East 17th Street, in the City of Joplin, Jasper County, Missouri. (Requested by Majzoub Family Limited Partnership. Planning and Zoning recommended approval for a permanent Special Use Permit)

4. COUNCIL BILL NO. 2012-289 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3-PD property as described below and located at 1825 South Connecticut Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Daniel Wayne Graves, Jr.. Planning and Zoning recommended approval).

5. COUNCIL BILL NO. 2012-290 - 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 C-0 and including in District C-3 property as described below and located at 1602 South Range Line Road and 2918 and 2920 East 16th Street in the City of Joplin, Jasper County, Missouri. (Requested by Charles Kuehn. Planning and Zoning recommended approval).

8. Consent Agenda

1. Minutes of the April 16, 2012 Council Meeting

2. AMENDED 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-1 PD property as described below and located at 2911, 2914, 2920 and 2922 East 22nd Street in the City of Joplin, Jasper County, Missouri.

9. Resolutions

1. RESOLUTION NO. 2012-012-A RESOLUTION authorizing the filing of a One Year Action Program with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2012; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

2. RESOLUTION NO. 2012-014- A RESOLUTION authorizing the acceptance of a grant between the City of Joplin Fire Department and the Missouri Office of Homeland Security for the purpose of providing Structural Collapse Rescue Training to Fire department personnel in the amount of $18,000.00

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012-004 - AN ORDINANCE requesting the County Commissions of Jasper County and Newton County to place the question of consolidation of the City of Joplin, Missouri, and the Village of Silver Creek, Missouri, upon the ballot at the next Public Election, to be held on the first Tuesday following the first Monday in August, 2012, and containing an emergency clause.

2. COUNCIL BILL NO. 2012-005 - AN ORDINANCE authorizing and approving the settlement of a claim for property damage asserted by Chris Coats/Coats Towing, against the City of Joplin, said payment being in settlement of all claims arising out of a vehicular accident that occurred on or about April 1, 2012; authorizing the Director of Finance to pay out the total sum of Six Thousand, Nine Hundred Thirty-Four Dollars, Seventy-Seven Cents ($6,934.77) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

3. COUNCIL BILL NO. 2012 – 129 - AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1102 Valley in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred and 00/100 Dollars ($ 2,100.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

4. COUNCIL BILL NO. 2012-130 - AN ORDINANCE approving the purchase of right of way from property at 108 N. Florida Avenue consisting of part of Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15), of Block Twenty-Five (25), in College Hill Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Sixty-Four and 00/100 dollars ($2,064.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2012-131 - AN ORDINANCE approving the purchase of a real property from 2306 Meadow Avenue, consisting of all of Lot Numbered One Hundred Sixty-Five (165) and One Hundred Sixty-Six (166) in D.O.Witmer's Subdivision, 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 Twelve Thousand and 00/100 dollars (12,000.00) and containing an emergency clause.

6. COUNCIL BILL NO. 2012-503 -AN ORDINANCE approving an agreement for depository services by and between UMB Bank and the City of Joplin, Missouri, for UMB Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

7. COUNCIL BILL NO. 2012-504 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2010-2011 as adopted by Ordinance 2010-163 on October 18, 2010, to adjust appropriations and estimated revenue in various funds and containing an emergency clause.

8. COUNCIL BILL NO. 2012-505 - AN ORDINANCE approving an Agreement by and between the City of Joplin and SunGard H.T.E. Public Sector, Inc., dealing generally with the purchase and installation of the utilities module and other software components; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

9. COUNCIL BILL NO. 2012-506 - AN ORDINANCE approving the reclassification of a position in the Finance Department from Accounting Clerk, at salary range 14 to Senior Accounting Clerk, at salary range 18, as recommended by the Personnel Board; and adding an additional Senior Accounting Clerk; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and containing an emergency clause.

10. COUNCIL BILL NO. 2012-607 - AN ORDINANCE establishing the Communicable Disease Exposure Control Plan for departments when an employee encounters an exposure to certain communicable diseases; and containing an emergency clause.

11. COUNCIL BILL NO. 2012-608 - AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of One Hundred Twenty-Two Thousand, Eight Hundred Fifty Dollars ($122,850.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

12. COUNCIL BILL NO. 2012-609 -AN ORDINANCE approving and authorizing four (4) Closed-End Lease Agreements, without purchase options, between the City of Joplin, Missouri, and Cycle Connection Harley-Davidson, dealing generally with the acquisition and maintenance of four (4) 2012 Harley-Davidson motorcycles for the Joplin Police Department; authorizing the City Manager to execute said Lease Agreements by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

13. COUNCIL BILL NO. 2012-610 - AN ORDINANCE approving a Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Leased Housing Associates II, LP, a Minnesota limited partnership, dealing generally with the lease of approximately 382 square feet of office space for the purpose of establishing a police substation in the community building of the Oak Meadows Apartments that is owned by Joplin Leased Housing Associates and located generally at 1502 Michigan; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

14. COUNCIL BILL NO. 2012-611 - AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin, Missouri, a Municipal corporation, and The Jasper County Sheriff's Office, dealing generally with the City becoming a Participating Agency in the Offender Identification System relating to the Child Sexual Prevention Predator Program (CSPP); authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

15. COUNCIL BILL NO. 2012-612 - AN ORDINANCE approving an Agreement by and between the City of Joplin and Bill's Electric, Inc., dealing generally with the purchase and installation of sports lighting at the Cunningham Pool; amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

16. COUNCIL BILL NO. 2012-613 - AN ORDINANCE approving and authorizing the purchase and installation of a replacement submersible well pump and motor from Alliance Pump & Mechanical Service, Inc., dealing generally with pumping water from the Schifferdecker Golf Course pond to the Schifferdecker Golf Course as well as to the Softball Complex ball fields; amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and containing an emergency clause.

17. COUNCIL BILL NO. 2012-614 -AN ORDINANCE authorizing and approving the City to purchase Two (2) Triple Combination Pumpers apparatus from KME Fire Apparatus, Inc., for the amount of Nine Hundred Eighty Two Thousand, Eight Hundred Eight-two Dollars, Zero Cents ($982,882.00); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and, containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, and; which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2011. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

INFORMAL NOTES

April 16, 2012

Silver Creek consolidation discussion	Leslie Jones, Finance Director, briefed Council on consolidation with Silver Creek stating additional patrol time would consist of adding 10 more hours per week. Fire station #5 would pick up the fire calls and be within the 1.5 mile radius. David Hertzberg indicated there were no environmental issues brought up. He stated the water lines are Mo AM's and are ample for the area. The Sewer lines are brand new. Brian Head said for the consolidation to pass the City of Joplin must petition both Jasper and Newton counties, and the Village of Silver Creek petitions only Newton County. Only simply majority is needed to pass in both jurisdictions. Council has to approve an Ordinance at the May 7, 2012 Council Meeting. Council approved to move forward with the consolidation.
Dr. Rosenberg's request	Council consented to turn over to the Zoning and Planning Committee and come back to Council with a plan for design and review on main street corridor.

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES- APRIL 16, 2012

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean

ROLL CALL - All were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Council Member Mr. Woolston

PRESENTATIONS - Update on aquatic projects and ideas for consideration on the new aquatic center. Presentation was given by Jeff Barkley, who presented three possible sites for an aquatic center: (1) rebuild the Schifferdecker pool; (2) the Athletic Complex and, (3) in the EDR area. He discussed the public meetings that were held and how the city staff and his staff evaluated those meeting and the needs. They met with representatives of the swim team. Another open house was held on February 22, 2012. Schifferdecker location won out for a location. Another open house was held on March 21, 2012. He indicated the Schifferdecker location supports activities already located in the park and leaves room for expansion. The concept showed a spray pool, zero depth entry, lazy river with slides. It was asked what the cost would be for the pool to be used for more than summer months. Mr. Barkley indicated 1/2 to 1 million dollars plus operating costs. Mr. Scearce asked if costs can be recovered. Mr. Barkley stated if it is a standalone facility the operations would probably be $350,000, whereas, being a facility with other amenities you could sell membership and recover costs. Motion by Mr. Scearce, Second by Ms. Raney, for the location to be at Schifferdecker Park. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA APPROVED
Motion by Mr. 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.

Minutes of the March 19, 2012 Council Meeting

Minutes of the April 9, 2012 Special Council Meeting

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. Ordinance No. 2012-056

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. Ordinance No. 2012-057

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. Ordinance No. 2012-058

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. Ordinance No. 2012-059

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. Ordinance No. 2012-060

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. Ordinance No. 2012-061

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. Ordinance No. 2012-062

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. Ordinance No. 2012-063

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Golden introduced Council Bill No. 2012-001. Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No. 2012-001. 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. 2012-064

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.

Mr. Golden introduced Council Bill No. 2012-122. Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No. 2012-122. 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. 2012-065

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.

Mr. Golden introduced Council Bill No. 2012-125. Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2012-125. 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. 2012-066

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.

Mr. Shaw introduced Council Bill No. 2012-127. Motion by Mr. Shaw, Second by Mr. Glaze to Adopt Council Bill No. 2012-127. 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. 2012-067

AN ORDINANCE approving an 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.

Mr. Glaze introduced Council Bill No. 2012-128. Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2012-128. 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. 2012-068

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.

Mr. Golden introduced Council Bill No. 2012-502. Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2012-502. 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. 2012-069

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.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2012-263. Motion by Mr. Scearce, Second by Mr. Glaze to Amend Council Bill No. 2012-263 to C-1-PD. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Motion by Mr. Scearce, Second by Mr. Glaze to Pass Amended Council Bill No. 2012-263 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. 2012-263

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-1-PD property as described below and located at 2911, 2914, 2920 and 2922 East 22nd Street in the City of Joplin, Jasper County, Missouri.

ORDINANCES – SECOND AND THIRD READING

Mr. Scearce introduced Amended Council Bill No. 2012-277. Motion by Mr. Scearce, Second by Mr. Glaze to Pass Amended Council Bill No. 2012-277 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Rosenberg, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-070

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.

Mr. Scearce introduced Amended Council Bill No. 2012-281. Motion by Mr. Scearce, Second by Mr. Glaze to Pass Amended Council Bill No. 2012-281 on Second Reading and Advance to

Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Rosenberg, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-071

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.

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Glaze asked that Boards and Commissions be brought before the council at the next meeting and a request for applications be advertised in the newspaper. Mr. Seibert recognized Allen Shirley for bringing the Titanic display to City Hall, commemorating the 100th anniversary of the sinking of the ship. The Titanic display can be viewed for 3 weeks. For personal views M-T-W you can call the Museum at 623-1180. Council Member Mr. Shaw recognized former mayor Mike Woolston for a job well done and Mayor Colbert-Kean presented him with the gavel that he used during his term as mayor. He stated it would mean more to him if it were used at City Hall and handed it to Mayor Colbert-Kea and Mayor Colbert-Kean stated it would be.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:47 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC
City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012

Item: COUNCIL BILL NO. 2012-287
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 4/27/2012
City Attorney: Brian Head — Date: 4-30-12
City Manager: R. Mark Rohr — Date: 4-30-12
Board or Commission: Planning and Zoning Commission — Date: 4/9/2012

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

SUMMARY/REQUEST:
Case 045-12: 655 Lavender Lane – A request for Voluntary Annexation into the corporate limits of the City of Joplin – AM Properties, LLC.

STAFF SUMMARY:
This is a request by the property owner to voluntarily annex a tract of land into the City of Joplin. The tract is approximately 9 acres and is located east of Seventh Street and Duquesne Road. The property contains a single-family house.

Staff has received a signed notarized petition from Glen R. Davidson, CEO for AM Properties, LLC indicating his desire for the property to be within the City of Joplin.

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property. Staff recommends approval of the voluntary annexation.

PLANNING & ZONING COMMISSION TESTIMONY:
No one was present in the audience for Case 045-12. Mr. Kellstadt explained that this property is located east of the intersection of Seventh Street and Duquesne Road and abuts the University Circle Subdivision. The property to be annexed contains about nine acres and abuts the current City limit line, which is Lavender Lane. The property owner is seeking the voluntary annexation.

PUBLIC COMMENT:
None.

Z&P Meeting: April 9, 2012
City Council Meeting: May 7, 2012

STAFF PLANNING REPORT

CASE 045-12:

Petition the Council to voluntarily annex into the corporate limits of the City of Joplin property located at 655 Lavender Lane.

APPLICANT:

AM Properties LLC

LOCATION:

655 Lavender Lane

PRESENT ZONING:

None – Jasper County

DISCUSSION:

This is a request by the property owner to voluntarily annex a tract of land into the City of Joplin. The tract is approximately 9 acres and is located east of 7th Street and Duquesne Road. The property contains a single-family house.

We have received a signed notarized petition from Glen R. Davidson, CEO for AM Properties, LLC indicating his desire for the property to be within the City of Joplin.

ADDITIONAL INFORMATION OR COMMENTS

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

STAFF RECOMMENDATION:

Staff recommends approval of the voluntary annexation.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Glen R. Davidson, CEO for AM Properties, LLC

STATE OF MISSOURI)
) ss:
COUNTY OF ~~NEWTON~~ JASPER)

On this 29th day of February 2012, before me appeared Glen R. Davidson, to me known to be the CEO of AM Properties, LLC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Glen R. Davidson acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: November 15, 2014.

Wanda Diane Shellenbarger Notary Public

WANDA DIANE SHELLENBARGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: November 15, 2014
Commission Number: 10487906



Case 045-12: A request for voluntary annexation for the property generally known as 655 L ender Lane - AM Properties, LLC

N

Case 045-12: 655 Lavender Lane – A request for Voluntary Annexation into the corporate limits of the City of Joplin – AM Properties, LLC.

Mr. Anderson opened the public hearing for Case 045-12.

No one was present in the audience for Case 045-12. Mr. Kellstadt explained that this property is located east of the intersection of Seventh Street and Duquesne Road and abuts the University Circle Subdivision. The property to be annexed contains about nine acres and abuts the current City limit line, which is Lavender Lane. The property owner is seeking the voluntary annexation.

Mr. Anderson asked for comments from the commission members and the audience, and none were received. He then closed the public hearing for Case 045-12.

MR. LANDRITH MOVED, SECONDED BY MR. HARRINGTON, THAT CASE 045-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 045-12
AM Properties, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-287 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 655 Lavender Lane, in Jasper County, Missouri.

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

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

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

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

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

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

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

All of a tract of land described as follows: Beginning 25 feet East of the Southwest corner of the Southeast Quarter of Section 5, Township 27 North, Range 32 West, Jasper County, Missouri and thence East 300 feet, thence North 1320 feet, thence West 300 feet, thence South 1320 feet to the Point of Beginning.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of July, 2012.

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

_____
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: May 7, 2012

Item: COUNCIL BILL NO. 2012-288
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 4/27/2012
City Attorney: Brian Head — Date: 4-30-12
City Manager: R. Mark Rohr — Date: 4-30-12
Board or Commission: Planning and Zoning Commission — Date: 4/9/2012

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

SUMMARY/REQUEST:
Case 046-12: 1900 South Range Line Road and 1805, 1809, 1813, 1817, 1823, 1903, 1909, and 1915 South Highview Avenue – A request to rezone from District R-1 (Single-Family Residential) and District C-1-PD (Neighborhood Commercial – Planned Development) to District C-3-PD (Commercial – Planned Development) for future commercial development – Majzoub Family Limited Partnership.

STAFF SUMMARY:
This request is consistent with the development policies of the Comprehensive Plan. This property is suited for commercial use given the location at the intersection of 20th Street and Range Line Road.

This property is consistent with development patterns and policies. Even though the application for this rezoning was received prior to the adoption of the new corridor development standards and is therefore not subject to the new standards, the applicant has taken steps to meet the new standard. The applicant has paid greater attention to exterior materials, placement of structures, landscaping, traffic flow, and has conducted a neighborhood meeting in order to design the development so that it does not harm the context of the neighboring properties.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Mellinger, Mellinger Commercial, explained that this property is the site of the former Bel-Aire Shopping Center which contained seven acres that is currently zoned C-1-PD. The same ownership has now acquired the property between their existing property and Highview

Avenue, with the goal to spread the shopping center out. A national restaurant chain will lease the southeast corner of the tract, with plans to construct approximately 33,000 square feet of retail space. The density will be about the same as what was there before, but the development will be spread out over an additional two acres.

Mr. Mellinger conducted a neighborhood meeting late last week and invited everyone in the area to view the plans, and to answer any questions they might have.

Mr. Landrith appreciated the fact that the applicant is requesting a planned district.

Mr. Mellinger is incorporating the most revised Comprehensive Plan design standards, with the rear of the buildings being masonry brick and block, with no metal exposed. Sidewalks will surround the whole property.

PUBLIC COMMENT:
None.

Z&P Meeting: April 9, 2012
City Council Meeting: May 7, 2012

STAFF PLANNING REPORT

CASE 046-12:

Petition the Council to rezone from District R-1 (Single-Family Residential) and District C-1-PD to District C-3-PD (Commercial – Planned Development) for a future commercial development.

APPLICANT:

Majzoub Family Limited Partnership

LOCATION:

Northwest corner of 20th Street and Range Line Road

PRESENT ZONING:

R-1 (Single-Family Residential) and C-1-PD (Neighborhood Commercial-Planned Development)

REQUESTED ZONING:

C-3-PD (Commercial – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 585'x561' (328,185 square feet or 7.5 acres)

FLOOD PLAIN

Zone X

SITE	LAND USE	EXISTING ZONING
NORTH	Commercial Shopping center, office, and single-family homes (former)	C-1-PD, C-O, & R-1
SOUTH	Church, office, undeveloped (former)	R-1, C-1, & C-3
EAST	Various commercial businesses	C-3
WEST	Single-Family homes (former)	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Range Line Road
20th Street
18th Street
Highview Avenue

CLASSIFICATION OF STREET(S)

Range Line Road – Arterial
20th Street – Arterial
18th Street – Local
Highview Avenue – Local

RIGHT-OF-WAY WIDTH

Range Line Road – 120 feet
20th Street – 90 feet
18th Street – 50 feet
Highview Avenue – 60 feet

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

No.

UTILITIES:

The property will need utilities.

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 use give the location at the intersection of 20th Street and Range Line Road.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change should not detrimentally affect nearby properties due to proximity to nearby commercial corridor.

DISCUSSION

This property is consistent with development patterns and policies. Even though the application for this rezoning was received prior to the adoption of the new corridor development standards and is therefore not subject to the new standards, the applicant has taken steps to meet the new standard. The applicant has paid greater attention to exterior materials, placement of structures, landscaping, traffic flow, and has conducted a neighborhood meeting in order to design the development so that it does not harm the context of the neighboring properties.

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
Case No.: 04-6-12
Filing Fee:
Date Advertised: 3-25-12
Date Notices Sent 3-28-12
Public Hearing Date: 4-9-12

APPLICANT: MAZOUS Family Limited Partnership PHONE: 417-781-8812
ADDRESS: PO Box 2602 Joplin MO ZIP: 64803
OWNER: SAME PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: NWC 20th + Range Line
LEGAL DESCRIPTION: See Attached Exhibit 1

Present Zoning PD-C-1 + Residential Requested Zoning: PDC3 Acreage: 5.2 +/-
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial / Vacant	Commercial + Residential
South	Commercial / Vacant	Commercial + Residential
East	Commercial	Commercial
West	Residential / Vacant	Residential

CHARACTER OF THE NEIGHBORHOOD: North, South + East - Commercial, West is 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. SEE ATTACHED A
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. SEE ATTACHED EXH. B, T B

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: RANGE LINE, 20TH ST, HIGHVIEW & 18TH STREET
2. Classification of Street(s):
   Arterial ✓ Collector ✓ Local ✓
3. Right-of-Way Width: VARIES FOR EACH STREET
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

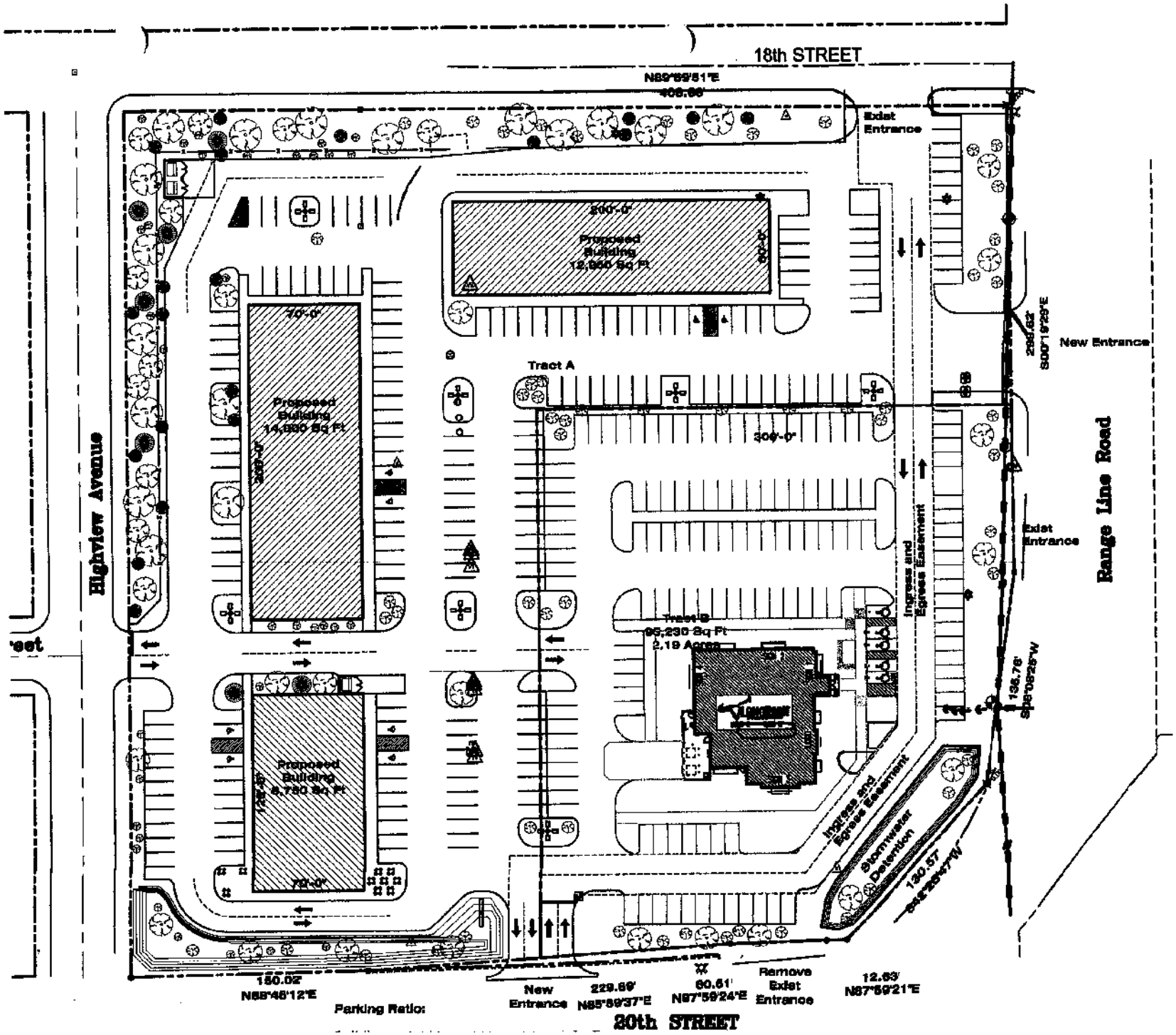
SEE ATTACHED EXH. B, T 2

SIGNATURE: [signature] DATE: 3-1-12

BY: JEFF MAZOUB

TITLE: AGENT / OWNER

(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.)


18th STREET
N89°59'51"E
Exist Entrance
200'-0"
Proposed Building 12,000 Sq Ft
200'-0"
New Entrance
Tract A
Highview Avenue
Proposed Building 14,000 Sq Ft
200'-0"
300'-0"
Range Line Road
Ingress and Egress Easement
Exist Entrance
Tract B
95,230 Sq Ft
2.19 Acres
Proposed Building 8,750 Sq Ft
70'-0"
Ingress and Egress Easement
Stormwater Detention
150.02'
N89°46'12"E
Parking Ratio:
New Entrance
229.69'
N85°59'37"E
60.61'
N87°59'24"E
Remove Exist Entrance
12.53'
N87°59'21"E
30th STREET



Case 046-12: A request for rezone from District R-1 (Single-Family Residential) and District C-1-PD (Neighborhood Commercial to C-3-PD (Commercial Planned Development- Planned Development) for the area generally known as 1900 South Range Line Road and 1805, 1809, 1817, 1823, 1903, 1909, and 1915 South Highview Avenue for a future commercial development- Majzoub Family Limited Partnership

Case 046-12: 1900 South Range Line Road and 1805, 1809, 1813, 1817, 1823, 1903, 1909, and 1915 South Highview Avenue – A request to rezone from District R-1 (Single-Family Residential) and District C-1-PD (Neighborhood Commercial – Planned Development) to District C-3-PD (Commercial – Planned Development) for future commercial development – Majzoub Family Limited Partnership.

Mr. Anderson opened the public hearing for Case 046-12.

Mr. Mike Mellinger, Mellinger Commercial, 2659 South Hillsboro, Springfield, Missouri, explained that this property is the site of the former Bel-Aire Shopping Center which contained seven acres that is currently zoned C-1-PD. The same ownership has now acquired the property between their existing property and Highview Avenue, with the goal to spread the shopping center out. A national restaurant chain will lease the southeast corner of the tract, with plans to construct approximately 33,000 square feet of retail space. The density will be about the same as what was there before, but the development will be spread out over an additional two acres.

Mr. Mellinger conducted a neighborhood meeting late last week and invited everyone in the area to view the plans, and to answer any questions they might have.

Mr. Landrith appreciated the fact that the applicant is requesting a planned district.

Mr. Mellinger is incorporating the most revised Comprehensive Plan design standards, with the rear of the buildings being masonry brick and block, with no metal exposed. Sidewalks will surround the whole property.

Mr. Anderson asked for comments from the commission members and the audience, and none were received. He then closed the public hearing for Case 046-12.

MR. HARRINGTON MOVED, SECONDED BY MR. McCLURE, THAT CASE 046-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 046-12
Majzoub Family Limited Partnership
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-288 **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 District C-1-PD and including in District C-3-PD property as described below and located at 1900 South Range Line Road and 1805, 1809, 1813, 1817, 1823, 1903, 1909, and 1915 South Highview Avenue in the City of Joplin, Jasper County, Missouri.

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

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

All of Lot 44 Except the highway, and all of Lot 43 Except the West 150 feet thereof in Dowell's First Addition to the City of Joplin; and commencing at the Southeast corner of Section 12, Township 27, Range 33, in Jasper County, Missouri, thence West along the South line of said Section 12 a distance of 186.80 feet, thence North parallel to the East line of said Section 12 a distance of 30 feet to the North right-of-way line of 20th Street and the Point of Beginning, thence west along the North right-of-way line of said 20th Street a distance of 288.63 feet; thence North along the East line of Linda Re-Plat of Linda Addition to the City of Joplin, a distance of 489.68 feet to the South line of Lot 43 in Dowell's First Addition; thence East along said South line of Lots 43 and 44 in Dowell's First Addition, a distance of 408.81 feet to the West right-of-way line of Range Line Road; thence South along said West right-of-way of Range Line Road a distance of 226.24 feet to an iron pin; thence in a Southwesterly direction along the west right-of-way of Range Line Road a distance of 135.95 feet to an iron pin which is 84.2 feet West of the East line of said Section 12, thence in a Southwesterly direction along the West right-of-way line of Range Line Road a distance of 149.56 feet to an iron pin that is 186.80 feet West of the East line of Section 12, thence South 10 feet to Beginning, all in Section 12, Township 27, Range 33 in City of Joplin, Jasper County, Missouri, and all of Lots 1 through 7 of Linda Replat of Linda Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012

Item: RESOLUTION NO. 2012-013
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 4/27/2012
City Attorney: Brian Head — Date: 4-30-12
City Manager: R. Mark Rohr — Date: 4-30-12
Board or Commission: Planning and Zoning Commission — Date: 4/9/2012

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

SUMMARY/REQUEST:
Case 047-12: 2926 East 17th Street – A request for a permanent Special Use Permit (First Request) for a parking lot – Majzoub Family Limited Partnership.

STAFF SUMMARY:
The applicant is requesting a special use permit for the development of a parking lot. The parcel is zoned District R-1 (Single-Family Residential) and is adjacent to a single family zoned parcel to the west and south. The parking lot will serve a commercial center located to the east.

This area was destroyed by the May 22, 2011 tornado. The Future Land Use Map indicates that this area is to be commercial. This application was submitted prior to the adoption of the new corridor development standards and is not subject to the standards. However, landscaping and buffering requirements as required by code shall be enforced.

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

1. This Special Use Permit to be issued to Majzoub Family Limited Partnership for the use of an off-street parking lot.

2. The term of the Special Use Permit shall be permanent.

3. The parking lot shall be located on All of the East 30 feet of Lot Numbered Thirty-three (33) and the West 52.5 feet of Lot Numbered Thirty-four (34) in Dowell's First Addition to the City of Joplin.

4. The parking lot shall be in compliance with all provisions of the codes and requirements of the City of Joplin.

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

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Mellinger, Mellinger Commercial, explained that the applicant has acquired the property behind the retail building that former housed AT&T and a couple of other tenants. He stated that all the existing tenants that were there before are coming back, but to alleviate some congestion problems, the applicant has acquired the property behind the shopping center to create a parking area for employees and overflow parking.

Mr. McClure asked Mr. Mellinger if this plan will follow the new requirements associated with the Comprehensive Plan, and he replied that he will follow the new standards. He plans an increased buffer yard on the west side of the property.

Mr. Kellstadt asked Mr. Mellinger if the parking lot will be separated from the residential area by vegetation and a fence, and he replied that is correct. He explained that the existing grades will stay fairly consistent, but a fence will be erected on the east and south sides of the property. The fence will be a steel structure with wood slats. Another fence is being planned for the west property line, with that fence being surrounded by trees.

PUBLIC COMMENT:
Mr. Joe Landrith, 2914 East 16th Street, Joplin, asked if a retaining wall or just a wood fence will separate the parking lot from the residential area. He recommended a block masonry wall between the parking lot and the residential area.

Mr. Joe Landrith asked what type of fence is proposed on the west side, and Mr. Mellinger replied a metal frame with wood slats. Mr. Landrith thought it would be better if the fence is masonry.

Z&P Meeting: April 9, 2012
City Council Meeting: May 7, 2012

STAFF PLANNING REPORT

CASE 047-12:

Petition the Council for a permanent Special Use Permit (1st Request) for a parking lot.

APPLICANT:

Majzoub Family Limited Partnership

LOCATION:

2926 East 17th Street

PRESENT ZONING:

R-1 (Single-Family Residential)

PRESENT USE OF PROPERTY:

Single-Family Home (destroyed)

PROPOSED LAND USE ACTIVITY:

Parking Lot

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 80'X165' (13,200 square feet or 0.3 acre)

	LAND USE	EXISTING ZONING
NORTH	Single-Family Home	R-1
SOUTH	Single-Family Home	R-1
EAST	Commercial Center	C-1
WEST	Single-Family Home	R-1

TRAFFIC CONDITIONS:

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

17th Street, Local, 50 feet

IS OFF STREET PARKING PROVIDED?

Yes. Off street parking is the intended use for this request.

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

N/A

LEAD TEST RESULTS (DAYCARE ONLY):

N/A

DISCUSSION:

The applicant is requesting a special use permit for the development of a parking lot. The parcel is zoned District R-1 (Single-Family Residential) and is adjacent to a single family zoned parcel to the west and south. The parking lot will serve a commercial center located to the east.

ADDITIONAL INFORMATION OR COMMENTS:

This area was destroyed by the May 22, 2011 tornado. The Future Land Use Map indicates that this area to be commercial. This application was submitted prior to the adoption of the new corridor development standards and is not subject to the standards. However, landscaping and buffering requirements as required by code shall be enforced.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit to be issued to Majzoub Family Limited Partnership for the use of an off-street parking lot.

2. The term of the Special Use Permit shall be permanent.

3. The parking lot shall be located on All of the East 30 feet of Lot Numbered Thirty-three (33) and the West 52.5 feet of Lot Numbered Thirty-four (34) in Dowell's First Addition to the City of Joplin.

4. The parking lot shall be in compliance with all provisions of the codes and requirements of the City of Joplin.

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

CITY OF JOPLIN, MISSOURI

SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case No.: 04J-12
Filing Fee: _____
Date Advertised: 3-25-12
Date Notices Sent: 3-28-12
Public Hearing Date: 4-9-12

Return Form To:
Planning and Community Development Manager
City of Joplin
602 South Main Street
Joplin, MO 64801
417-624-0820 Ext. 511
FAX 417-625-4738

APPLICANT: MASTERS FAMILY CONSTRUCTION PHONE: 417-781-8812

ADDRESS: P.O. BOX 2602 JOPLIN ZIP: 64803

OWNER: SAME PHONE: _____

ADDRESS: _____ ZIP: _____

LOCATION OF PROPERTY: 2926 E 17TH STREET

LEGAL DESCRIPTION: SEE EXHIBIT A

PRESENT ZONING CLASSIFICATION: R-1 ACREAGE: ±.30 Ac

PRESENT USE OF PROPERTY: VACANT

PROPOSED LAND USE ACTIVITY: PARKING SEE ATTACHED EXHIBIT
Parking Lot

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	VACANT	R1
South	VACANT	R1
East	COMMERCIAL	C-1
West	VACANT	R1

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.	X	___

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

Should this special use be valid only for a specific time period? Yes _____ No X

If Yes, what length of time? _____

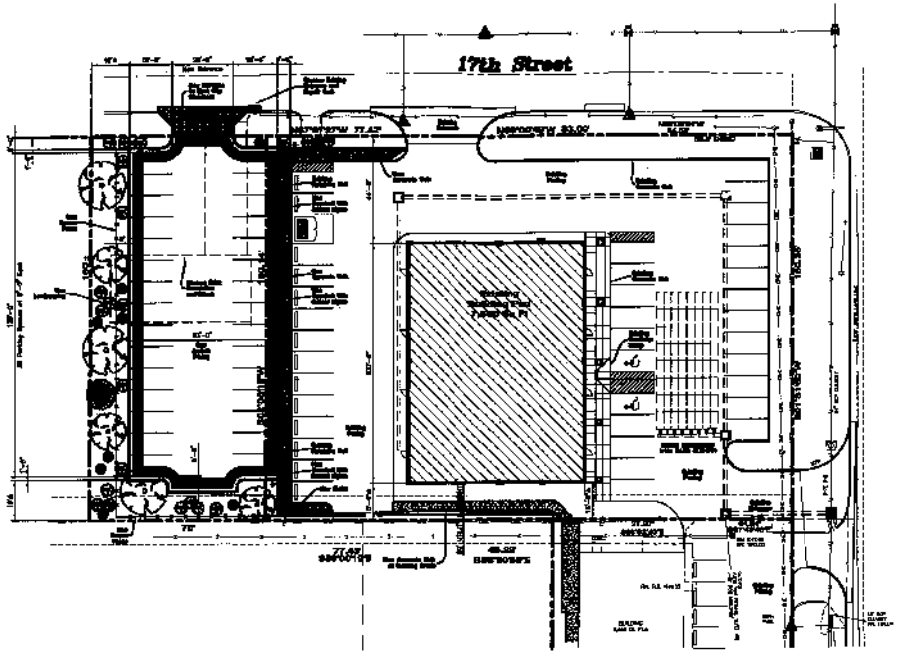
SIGNATURE: Jeff Mz DATE: 3-1-12

BY: JEFF MAZZOB TITLE: Agent / Owner

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Ten copies of a site plan (drawn to a scale of 100 feet or less; the inch) that meets all ordinance requirements for the property on which the use is to be located, showing:
   a) structures
   b) boundary lines with dimensions and bearings,
   c) streets,
   d) easements,
   e) parking lot layout,
   f) internal traffic flow,
   g) points of ingress/egress,
   h) landscaping,
   i) setbacks, and
   j) detention, if required.

[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.]



Architectural
Site Plan
Scales: 1" = 20'-0"

JAMES B.
O'DONNELL III
ARCHITECT
303 North Main Avenue
Republic, Mo 65738
(417) 732-8087

Parking Lot
For Yorktown Properties
17th Street
Joplin, Missouri

Architectural
Site Plan

March 7, 2012

S1.0

Case
047-12



Case 047-12: A request for a permanent Special Use Permit (1st Request) for a parking lot at 2926 East 17th Street - Majzoub Family Limited Partnership

N

Case 047-12: 2926 East 17th Street – A request for a permanent Special Use Permit (First Request) for a parking lot – Majzoub Family Limited Partnership.

Mr. Anderson opened the public hearing for Case 047-12.

Mr. Mike Mellinger, Mellinger Commercial, 2659 South Hillsboro, Springfield, Missouri, explained that the applicant has acquired the property behind the retail building that former housed AT&T and a couple of other tenants. He stated that all the existing tenants that were there before are coming back, but to alleviate some congestion problems, the applicant has acquired the property behind the shopping center to create a parking area for employees and overflow parking.

Mr. McClure asked Mr. Mellinger if this plan will follow the new requirements associated with the Comprehensive Plan, and he replied that he will follow the new standards. He plans an increased buffer yard on the west side of the property.

Mr. Anderson asked for comments from the audience.

Mr. Joe Landrith, 2914 East 16th Street, Joplin, appeared and asked if a retaining wall or just a wood fence will separate the parking lot from the residential area. He recommended a block masonry wall between the parking lot and the residential area.

Mr. Kellstadt asked Mr. Mellinger if the parking lot will be separated from the residential area by vegetation and a fence, and he replied that is correct. He explained that the existing grades will stay fairly consistent, but a fence will be erected on the east and south sides of the property. The fence will be a steel structure with wood slats. Another fence is being planned for the west property line, with that fence being surrounded by trees.

Mr. Joe Landrith asked what type of fence is proposed on the west side, and Mr. Mellinger replied a metal frame with wood slats. Mr. Landrith thought it would be better if the fence is masonry.

Mr. Anderson asked for additional comments from the commissioners and the audience, and none were received. He closed the public hearing for Case 047-12 and explained that one written petition of protest has been received from Twyla Landrith, 2916 East 16th Street.

Mr. Kellstadt explained that the protest petition was submitted for a different case.

MR. McCLURE MOVED, SECONDED BY MR. LANDRITH, THAT CASE 047-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO MAJZOUB FAMILY LIMITED PARTNERSHIP, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 047-12
Majzoub Family Limited Partnership
(P & Z Recommended Approval
for a permanent Special Use Permit)

RESOLUTION NO. 2012-013

A RESOLUTION granting a Special Use Permit (First Request) to Majzoub Family Limited Partnership for a parking lot at 2926 East 17th Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on April 9, 2012, recommended that a Special Use Permit be granted to Majzoub Family Limited Partnership for a parking lot at 2926 East 17th Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on May 7, 2012, in compliance with said request;

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

That a Special Use Permit be granted to Majzoub Family Limited Partnership for a parking lot located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of the East 30 feet of Lot Numbered Thirty-three (33) and the West 52.5 feet of Lot Numbered Thirty-four (34) in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

1. This Special Use Permit to be issued to Majzoub Family Limited Partnership for the use of a parking lot.

2. Landscaping, buffering, driveway access, and storm water requirements will need to be met.

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

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

The Municipal Planner is hereby authorized and directed to issue said permit to Majzoub Family Limited Partnership, in accordance with the plans and specifications on file in the Office of the Building Official.

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

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012

Item: COUNCIL BILL NO. 2012-289
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 4/27/2012
City Attorney: Brian Head — Date: 4-30-12
City Manager: R. Mark Rohr — Date: 4-30-12
Board or Commission: Planning and Zoning Commission — Date: 4/9/2012

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

SUMMARY/REQUEST:
Case 046-12: 1825 South Connecticut Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3-PD (Commercial – Planned Development) for future commercial development – Daniel Wayne Graves, Jr.

STAFF SUMMARY
This request is consistent with the development policies of the Comprehensive Plan. This property is suited for commercial use given the location along Connecticut Avenue, since this roadway has been widen to five lanes and is an arterial street.

This property is consistent with development patterns and policies. The application for this rezoning request was received prior to the adoption of the new corridor development standards and is therefore not subject to the new standards. However, the applicant intends this parcel to be one component of an overall development plan and therefore has expressed a desire to meet the standards set forth in the newly adopted code. Since the requested zoning category contains a Planned Development overlay, this will allow staff and City Council to use the new corridor development standards during the approval process of the future site plans as a guide.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn, Four State Homes, appeared representing Mr. Graves to rezone the property in this request for future development. The applicant is still trying to acquire some additional property in this area that is actually owned by the City of Joplin. No plans are available at this time, with the property being located outside of the Comprehensive Plan that was recently approved.

Mr. Smith asked about the properties to the south and to the north, and Mr. Kuchta replied that the owner of those properties will have a plan for selling the properties within the next 30 days.

PUBLIC COMMENT:
None.

STAFF PLANNING REPORT

CASE 048-12:

Petition the Council to rezone from District R-1 (Single-Family Residential) to District C-3-PD (Commercial – Planned Development) for a future commercial development.

APPLICANT:

Daniel Wayne Graves, Jr.

LOCATION:

1825 South Connecticut Avenue

PRESENT ZONING:

R-1 (Single-Family Residential)

REQUESTED ZONING:

C-3-PD (Commercial – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 110'x240' (26,400 square feet or 0.6 acre)

FLOOD PLAIN

Zone X

SITE	LAND USE	EXISTING ZONING
NORTH	Undeveloped	R-2
SOUTH	Single-Family Home (former) & undeveloped	R-1
EAST	Undeveloped	R-1 & C-1
WEST	Duplexes	R-2

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Connecticut Avenue

CLASSIFICATION OF STREET(S)

Connecticut Avenue - Arterial

RIGHT-OF-WAY WIDTH

Connecticut Avenue – 100 feet

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

No.

UTILITIES:

The property will need utilities.

CONSISTENT WITH FUTURE LAND USE MAP?

No. However, the intent of the full 2012 Comprehensive Plan Update is to re-designate the portion of Connecticut Avenue between 15th Street and 20th Street for commercial development.

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 use given the location along Connecticut Avenue, since this roadway has been widen to five lanes and is an arterial street.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change should not detrimentally affect nearby properties due to proximity to nearby commercial corridor.

DISCUSSION

This property is consistent with development patterns and policies. The application for this rezoning request was received prior to the adoption of the new corridor development standards and is therefore not subject to the new standards. However, the applicant intends this parcel to be one component of an overall development plan and therefore has expressed a desire to meet the standards set forth in the newly adopted code. Since the requested zoning category contains a Planned Development overlay, this will allow staff and City Council to use the new corridor development standards during the approval process of the future site plans as a guide.

Staff recommends approval.

RECEIVED
2/27/12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

For Office Use Only
Case No.: 04R-12
Filing Fee:
Date Advertised: 3-25-12
Date Notices Sent: 3-26-12
Public Hearing Date: 4-2-12

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

APPLICANT: Daniel Wayne Brazier SR PHONE: 912-805-4826
ADDRESS: 549 E. Delaware Springfield MO ZIP: 65803
OWNER: Daniel Wayne Brazier SR PHONE: 417-825-4824
ADDRESS: 549 E Delaware Springfield MO ZIP: 65803
LOCATION OF PROPERTY: 1425 Connecticut
LEGAL DESCRIPTION: Beg 165 feet N of Lot 35 Ex W 50' Thence E 211.46 Ex N 50' Thence S

Present Zoning: R-1 Requested Zoning: C-3 PD Acreage: .61
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	R-1
South	Vacant	C-3
East	Vacant	R-1
West	Duplexes	R-3

CHARACTER OF THE NEIGHBORHOOD:

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:

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 results 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: 32nd +/- 19th +/- Connecticut
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   ND

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   Electricity? _____
   Gas? _____
   Sewers? _____
   Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 2/27/12
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.)



Case 048-12: A request to rezone from District R-1 (Single-Family Residential) to District C PD (Commercial - Planned Development) for future commercial development - Daniel Wayne Graves, Jr.

N

Case 048-12: 1825 South Connecticut Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3-PD (Commercial – Planned Development) for future commercial development – Daniel Wayne Graves, Jr.

Mr. Anderson opened the public hearing for Case 048-12.

Mr. Charles Kuehn, Four-State Homes, 620 McConnell Avenue, Joplin, appeared representing Mr. Graves to rezone the property in this request for future development. The applicant is still trying to acquire some additional property in this area that is actually owned by the City of Joplin. No plans are available at this time, with the property being located outside of the Comprehensive Plan that was recently approved.

Mr. Smith asked about the properties to the south and to the north, and Mr. Kuehn replied that the owner of those properties will have a plan for selling the properties within the next 30 days.

Mr. Anderson asked for comments from the commission members and the audience, and none were received. He then closed the public hearing for Case 048-12.

MR. LANDRITH MOVED, SECONDED BY MR. HARRINGTON, THAT CASE 048-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 048-12
Daniel Wayne Graves, Jr.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-289 **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-PD property as described below and located at 1825 South Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

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

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

Bankers 3rd Addition North 10 feet of Lot 45 Except the West 40 feet thereof and all of Lot 46 Except the West 40 feet thereof, in the City of Joplin, Jasper County, Missouri.

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

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** | City Council Agenda Item

Requested Council Meeting Date: May 7, 2012

Item: COUNCIL BILL NO. 2012-290
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 4/27/2012
City Attorney: Brian Head — Date:
City Manager: R. Mark Rohr — Date: 4.30.12
Board or Commission: Planning and Zoning Commission — Date: 4/9/2012

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

SUMMARY/REQUEST:
Case 049-12: 1602 South Range Line Road and 2918 & 2920 East 16th Street – A request to rezone from District R-1 (Single-Family Residential) and C-O (Non-Retail) to District C-3 (Commercial) for future commercial development – Charles Kuehn.

STAFF SUMMARY:
This request is consistent with the development policies of the Comprehensive Plan. This property is suited for commercial development as indicated in the Future Land Use Map.

The zoning change should not detrimentally affect nearby properties as this area is near Range Line Road. Even though the application for this rezoning request was received prior to the adoption of the new corridor development standards and is therefore not subject to the standards, the applicant has provided detailed site plans to demonstrate that the proposed development meets the newly adopted standards.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn, Four-State Homes, explained that the commissioners have received a packet containing the site plan and elevations, fencing, and landscaping to meet the new Comprehensive Plan. He stated that this is not just speculative zoning, but that he has plans for a building that is partially leased at this time.

PUBLIC COMMENT:
Mr. Joe Landrith, 2914 East 16th Street, Joplin, appeared in opposition to the request and is interested in what is to be built on the property before the rezoning request is approved. He

expressed concern about a restaurant at this location, so he is opposed to the rezoning request until he knows exactly what businesses will be located there.

Mr. Anderson explained that one petition of protest has been received from Twyla Landrith, 2916 East 16th Street.

Z&P Meeting: April 9, 2012
City Council Meeting: May 7, 2012

STAFF PLANNING REPORT

CASE 049-12:

Petition the Council to rezone from District C-0 (Non-Retail District) and District R-1 (Single-Family Residential) to District C-3 (Commercial District).

APPLICANT:

Charles Kuehn

LOCATION:

1602 South Range Line Road, 2918 and 2920 East 16th Street

PRESENT ZONING:

C-0 (Non-Retail District) and R-1 (Single-Family Residential)

REQUESTED ZONING:

C-3 (Commercial District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 285' X 150' (42,750 square feet or 0.98 acre)

FLOOD PLAIN

Zone X

SITE	LAND USE	EXISTING ZONING
NORTH	Dental Office & Single-Family Homes	C-0 & R-1
SOUTH	Commercial Building & Single-Family Homes	C-1 & R-1
EAST	Restaurants	M-2 & C-2PD
WEST	Single-Family Homes	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Range Line Road (Business 71) and 16th Street

CLASSIFICATION OF STREET(S)

Range Line Road (Business 71) – Principal Arterial
16th Street - Local

RIGHT-OF-WAY WIDTH

Range Line Road (Business 71) – 85 feet
16th Street – 60 feet

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

No.

UTILITIES:

The property has all utility connections

STAFF ANALYSIS:

CONSISTENT WITH FUTURE LAND USE MAP?

Yes.

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 indicated in the Future Land Use Map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change should not detrimentally affect nearby properties as this area is near Range Line Road. Even though the application for this rezoning request was received prior to the adoption of the new corridor development standards and is therefore not subject to the standards, the applicant has provided detailed site plans to demonstrate that the proposed development meets the newly adopted standards.

DISCUSSION

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
Case No.: 04/9-12
Filing Fee:
Date Advertised: 3-25-12
Date Notices Sent 3-28-12
Public Hearing Date: 4-9-12

APPLICANT: Charlie Kuehn PHONE: 417-825-3907
ADDRESS: 620 McConnell Joplin, MO. ZIP: 64801
OWNER: Iftikhar Ali PHONE: 417-623-9149
ADDRESS: 3716 Red Fox Run ZIP:
LOCATION OF PROPERTY: 110th & Range line
LEGAL DESCRIPTION: (See Attached page)

Present Zoning CO, R1 Requested Zoning: C-3 Acreage: .89
Present Use of Property: Commercial

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	CO
South	Commercial	C-1
East	Commercial	M-2, CO-PD
West	Residential	R-1

CHARACTER OF THE NEIGHBORHOOD: Heavy commercial

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:

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: Rangeline, 116th Street
2. Classification of Street(s):
   Arterial X Collector _____ Local X
3. Right-of-Way Width: 85' & 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

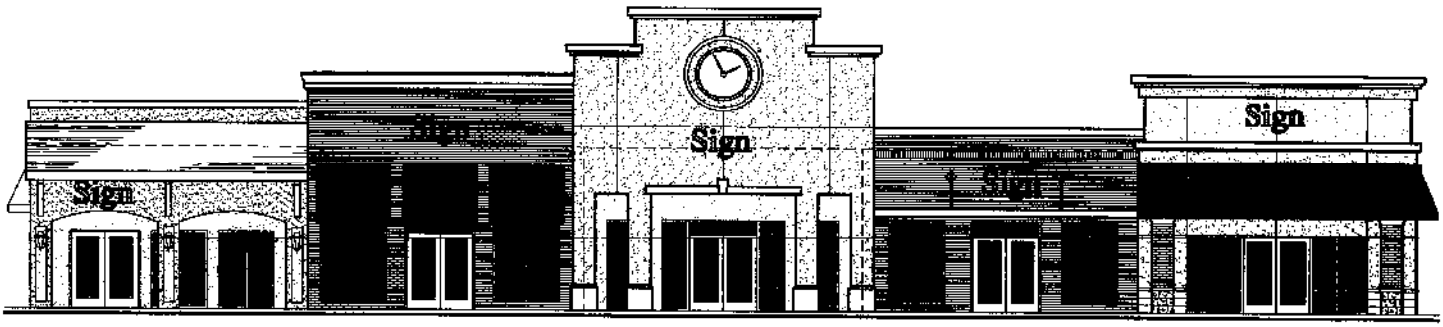
IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 12-2-11
BY: Charles Ruehl
TITLE: Owner Rep

(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.)



East Elevation

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

Hunter & Millard Architects, Inc. 211 S. Main, Suite 201 Joplin, Missouri 64801 (417) 626-8878 Fax: 417-781-0884	New Office Building for Dr. Ali Range Line Road Joplin, MO
Drawn by	Elevations
Date March 2012	1
Scale 1/8" = 1'-0"	
Job Number	

Case 049-12



North Elevation

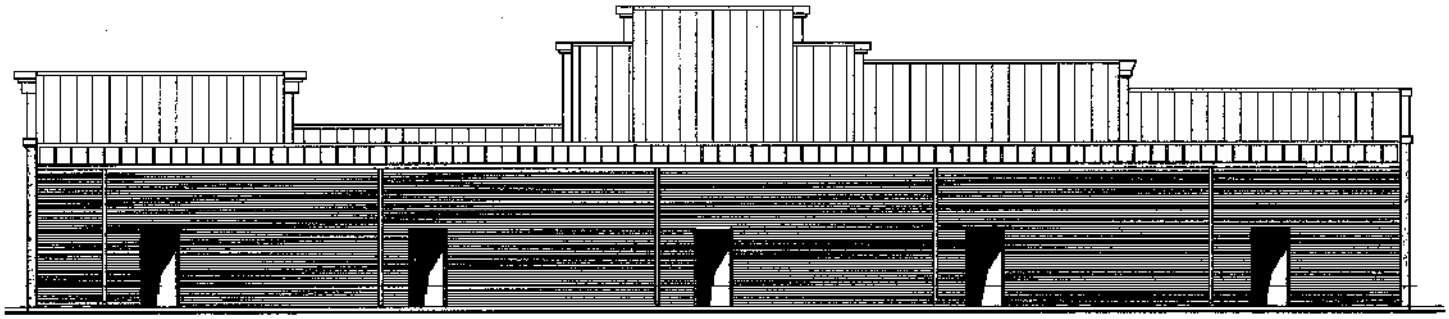
SCALE: 1/8" = 1'-0"

Hunter & Millard
Architects, Inc.
211 S. Main, Suite 200
Joplin, Missouri 64801
(417) 624-8272 Fax: 417-781-0864

New Office Building for
Dr. Ali
Range Line Road
Joplin, MO

Drawn By
Checked by
Date
March 2012
Scale
1/8" = 1'-0"
Job Number

Elevation
2



West Elevation

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

Hunter & Millard
Architects, Inc.
311 S. Main, Suite 200
Joplin, Missouri 64801
(417) 624-8572 Fax: 417-781-0884

New Office Building for
Dr. Ali
Range Line Road
Joplin, MO

Drawn By
Checked By
Date
March 2012
Scale
1/8" = 1'-0"
Job Number

Elevation
3



South Elevation

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

Hunter & Millard
Architects, Inc.
211 S. Main, Suite 250
Joplin, Missouri 64801
(417) 624-5572 Fax: 417-781-0884

New Office Building for
Dr. Ali
Range Line Road

Joplin, MO

Issued By
Checked By
Date
March 2012
Scale
1/8" = 1'-0"
Job Number

Elevations
4



0 85 170 340 510 680 Feet

Case 049-12: A request to rezone from District C-O (Non-Retail) and District R-1 (Single-Family Residential) to District C-3 (Commercial) at the area generally known as 1602 South Range Line Road and 2918 and 2920 East 16th Street- Charlie Kuehn

N

Case 049-12: 1602 South Range Line Road and 2918 & 2920 East 16th Street – A request to rezone from District R-1 (Single-Family Residential) and C-O (Non-Retail) to District C-3 (Commercial) for future commercial development – Charles Kuehn.

Mr. Anderson opened the public hearing for Case 049-12.

Mr. Charles Kuehn, Four-State Homes, 620 McConnell Avenue, Joplin, explained that the commissioners have received a packet containing the site plan and elevations, fencing, and landscaping to meet the new Comprehensive Plan. He stated that this is not just speculative zoning, but that he has plans for a building that is partially leased at this time.

Mr. Anderson asked for comments from the audience.

Mr. Joe Landrith, 2914 East 16th Street, Joplin, appeared in opposition to the request and is interested in what is to be built on the property before the rezoning request is approved. He expressed concern about a restaurant at this location, so he is opposed to the rezoning request until he knows exactly what businesses will be located there.

Mr. Anderson asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 049-12 and explained that one petition of protest has been received from Twyla Landrith, 2916 East 16th Street.

MR. HARRINGTON MOVED, SECONDED BY MR. EASTMAN, THAT CASE 049-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. HARRINGTON, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 049-12
Charles Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-290 **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 District C-0 and including in District C-3 property as described below and located at 1602 South Range Line Road and 2918 and 2920 East 16th 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 District C-0 and including same in District C-3:

All of Lot Numbered One Hundred Sixteen (116) and the West 5 feet of Lot Numbered One Hundred Fifteen (115) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, and All of Lots Numbered One Hundred Thirteen (113), One Hundred Fourteen (114) and One Hundred Fifteen (115) Except the West 5 feet of Lot Numbered One Hundred Fifteen (115) and Except that portion of Lot Numbered One Hundred Thirteen (113) deeded for Highway right-of-way, All in Campbell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, and All of Lot Numbered One Hundred Seventeen (117) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** | City Council Agenda Item

Requested Council Meeting Date: May 7, 2012

Item: FY 2012 CDBG & HOME Action Plan
Originating Department: Planning & Community Development

Attachments: 1) 2012 CDBG & HOME Action Plan
2) Resolution No: 2012-012

Department Head: David Hertzberg DKH	Date: 4/30/12
Planning & Community Development Manager: Troy Bolander: TB	Date: 4/26/12
Finance Department: Leslie Jones	Date: 4-30-12
City Attorney: Brian Head	Date: 4-30-12
City Manager: Mark Rohr RWR	Date: 4-30-12

Recommended Action: Approval of Resolution No. 2012-012

DISCUSSION:

The following is an annual resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2012. The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document.

The process for developing this year's One Year Action Plan included:

Two public hearings (November 16, 2011 at "Life House", a community Non-profit agency and February 22th, 2012 at the Senior Citizen's Center);
Two 30 day public comment periods (November 17th – December 19th, 2011 and February 29th – March 30th, 2012);
An advertised application period for public service grants (November 17th – December 19th of 2011);
A public meeting was held on January 17th, 2012 to allow public service grantees to present their project/proposals to the CDBG City Council sub-committee;

The final version of the Action Plan is attached. Included in the attachments is a resolution approving the submission of the application and Action Plan to HUD for program funding.

Initial estimates for FY 2012 allocations are approximately $484,587 in CDBG assistance and $418,639 in HOME assistance.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

City of

Joplin

MISSOURI

Community Development Block Grant
and
HOME Partnership Investment
Program

FY2012
ACTION PLAN

Annual Action Plan

The CPMP Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

Narrative Responses

ACTION PLAN

Annual Action Plan includes the SF 424 and is due every year no less than 45 days prior to the start of the grantee's program year start date. HUD does not accept plans between August 15 and November 15.

See Application for Federal Assistance Form SF-424 for the CDBG and HOME programs on the following pages.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	*If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received: 4. Applicant Identifier: B-12-MC-29-0008

5a. Federal Entity Identifier: *5b. Federal Award Identifier:

State Use Only:

6. Date Received by State: 7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Joplin

*b. Employer/Taxpayer Identification Number (EIN/TIN): 44-6000019

*c. Organizational DUNS: 010649846

d. Address:

*Street 1: 602 S. Main
Street 2:
*City: Joplin
County: Jasper and Newton
*State: MO
Province:
*Country: USA
*Zip / Postal Code 64801

e. Organizational Unit:

Department Name: Public Works

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Troy
Middle Name:
*Last Name: Bolander
Suffix:

Title: Planning/ Community Development Manager

Organizational Affiliation:

*Telephone Number: 417-624-0820 Fax Number: 417-624-4620

*Email: tbolande@joplinmo.org

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Community Planning and Develpoment, Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/ Entitlement Grants

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Joplin, located in Jasper and Newton Counties

***15. Descriptive Title of Applicant's Project:**

Downtown Revitalization, Neighborhood Revitalization Activities, Public Service Activities and Administrative Activities

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: Seventh *b. Program/Project: Seventh

17. Proposed Project:

*a. Start Date: 07/01/12 *b. End Date: 06/30/13

18. Estimated Funding ($):

*a. Federal	484,587
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	484,587

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Mark

Middle Name:

*Last Name: Rohr

Suffix:

*Title: City Manager

*Telephone Number: (417)624-0820 Fax Number: (417)625-4707

* Email: MRohr@joplinmo.org

*Signature of Authorized Representative: *Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:
1.	**Type of Submission:** (Required): Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	**Type of Application:** (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	**Date Received:** Leave this field blank. This date will be assigned by the Federal agency.
4.	**Applicant Identifier:** Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a	**Federal Entity Identifier:** Enter the number assigned to your organization by the Federal Agency, if any.
5b.	**Federal Award Identifier:** For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	**Date Received by State:** Leave this field blank. This date will be assigned by the State, if applicable.
7.	**State Application Identifier:** Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	**Applicant Information:** Enter the following in accordance with agency instructions: **a. Legal Name:** (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. **b. Employer/Taxpayer Number (EIN/TIN):** (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. **c. Organizational DUNS:** (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. **d. Address:** Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). **e. Organizational Unit:** Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the

Item	Entry:
10.	**Name Of Federal Agency:** (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	**Catalog Of Federal Domestic Assistance Number/Title:** Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	**Funding Opportunity Number/Title:** (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	**Competition Identification Number/Title:** Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	**Areas Affected By Project:** List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	**Descriptive Title of Applicant's Project:** (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	**Congressional Districts Of:** (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	**Proposed Project Start and End Dates:** (Required) Enter the proposed start date and end date of the project.
18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	**Is Application Subject to Review by State Under Executive Order 12372 Process?** Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

assistance activity, if applicable.

f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.

18. Type of Applicant: (Required)
Select up to three applicant type(s) in accordance with agency instructions.

A. State Government
B. County Government
C. City or Township Government
D. Special District Government
E. Regional Organization
F. U.S. Territory or Possession
G. Independent School District
H. Public/State Controlled Institution of Higher Education
I. Indian/Native American Tribal Government (Federally Recognized)
J. Indian/Native American Tribal Government (Other than Federally Recognized)
K. Indian/Native American Tribally Designated Organization
L. Public/Indian Housing Authority
M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)
N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)
O. Private Institution of Higher Education
P. Individual
Q. For-Profit Organization (Other than Small Business)
R. Small Business
S. Hispanic-serving Institution
T. Historically Black Colleges and Universities (HBCUs)
U. Tribally Controlled Colleges and Universities (TCCUs)
V. Alaska Native and Native Hawaiian Serving Institutions
W. Non-domestic (non-US) Entity
X. Other (specify)

State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State

20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.

If yes, include an explanation on the continuation sheet.

21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.
A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:	4. Applicant Identifier: M12-DC-290209
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Joplin

*b. Employer/Taxpayer Identification Number (EIN/TIN): 44-6000019	*c. Organizational DUNS: 010649846

d. Address:

*Street 1: 602 S. Main
Street 2:
*City: Joplin
County: Jasper and Newton
*State: MO
Province:
*Country: USA
*Zip / Postal Code 64801

e. Organizational Unit:

Department Name: Public Works	Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Troy
Middle Name:
*Last Name: Bolander
Suffix:

Title: Planning/Community Development Manager

Organizational Affiliation:

*Telephone Number: 417-624-0820 Fax Number: 417-624-4620

*Email: tbolande@joplinmo.org

OMB Number: 4040-0004
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Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**
C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**
Community Planning and Develpoment, Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
14.239

CFDA Title:
HOME Investment Partnership Program

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):
City of Joplin, Carthage, Webb City, Carl Junction, Carterville, Sarcoxie, Oronogo, Airport Drive, Neck City, and Jasper County.

***15. Descriptive Title of Applicant's Project:**
Owner Occupied Housing Rehabilitation, CHDO Activities: Acquisition and Rehabilitation, Homebuyer New Construction and Administrative Activities.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: Seventh *b. Program/Project: Seventh

17. Proposed Project:

*a. Start Date: 07/01/12 *b. End Date: 06/30/13

18. Estimated Funding ($):

*a. Federal	418,639
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	418,639

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☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Mark

Middle Name:

*Last Name: Rohr

Suffix:

*Title: City Manager

*Telephone Number: (417)624-0820 Fax Number: (417)625-4707

* Email: MRohr@joplinmo.org

*Signature of Authorized Representative: *Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

OMB Number: 4040-0004

Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

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17.	**Proposed Project Start and End Dates:** (Required) Enter the proposed start date and end date of the project.
18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
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9. Type of Applicant: (Required)
Select up to three applicant type(s) in accordance with agency instructions.

A. State Government
B. County Government
C. City or Township Government
D. Special District Government
E. Regional Organization
F. U.S. Territory or Possession
G. Independent School District
H. Public/State Controlled Institution of Higher Education
I. Indian/Native American Tribal Government (Federally Recognized)
J. Indian/Native American Tribal Government (Other than Federally Recognized)
K. Indian/Native American Tribally Designated Organization
L. Public/Indian Housing Authority
M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)
N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)
O. Private Institution of Higher Education
P. Individual
Q. For-Profit Organization (Other than Small Business)
R. Small Business
S. Hispanic-serving Institution
T. Historically Black Colleges and Universities (HBCUs)
U. Tribally Controlled Colleges and Universities (TCCUs)
V. Alaska Native and Native Hawaiian Serving Institutions
W. Non-domestic (non-US) Entity
X. Other (specify)

State Intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State

20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.

If yes, include an explanation on the continuation sheet.

21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.
A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

Executive Summary 91.220(b)

1. The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

During the third year of the five year Consolidated Plan, the City of Joplin plans to approach Community Development with three overall priorities: downtown revitalization; neighborhood revitalization; and supporting public service providers by assisting them with much needed projects.

The City of Joplin plans to continue to focus on revitalizing its core downtown, restoring it into a viably active center. The strategy for downtown revitalization in the City of Joplin is based around leveraging CDBG funds to induce private investment in the historic central business district. The City proposes to use CDBG funds for façade improvement grants, these grant are for individuals and businesses willing to participate in addressing slum and blight.

Neighborhood revitalization improvements will be a part of an effort to spur private investment and breathe new life into older urban neighborhoods qualifying as Low and Moderate Income (LMI). Infrastructure projects will be based on public Input about where needed improvements will be located in census block group areas identified as LMI.

Other neighborhood improvements activities include but are not limited to: funding and manpower to clean up neglected alleys and vacant lots; and funding the tool lending library for tools and equipment to be provided to residents who can't afford them on their own.

The city will continue to support non-profit group through its public service grant process. Multiple agencies will receive benefits from this service.

The HOME Consortium will continue to help Joplin and the surrounding communities' better address housing needs in the area. Planned projects for FY2012 will include: an owner-occupied rehabilitation program, The CHDO's acquisition and rehabilitation program and homebuyer new construction. All programs will improve/maintain affordable housing in the region. These projects will be managed by outside agencies.

Citizen Participation 91.200 and 91.220(b)

2. Provide a summary of the citizen participation and consultation process (including efforts to broaden public participation in the development of the plan.

   a. Based on the jurisdiction's current citizen participation plan, provide a summary of the citizen participation process used in the development of the consolidated plan. Include a description of actions taken to encourage participation of all its residents, including the following:

      1. low- and moderate-income residents where housing and community development funds may be spent;
      2. minorities and non-English speaking persons, as well as persons with disabilities;
      3. local and regional institutions and other organizations (including businesses, developers, community and faith-based organizations);
      4. residents of public and assisted housing developments and recipients of tenant- based assistance;
      5. residents of targeted revitalization areas.

   b. Identify agencies, groups, and organizations that participated in the process. This should reflect consultation requirements regarding the following:

      1. General §91.100 (a)(1) - Consult with public and private agencies that provide health services, social and fair housing services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons) during the preparation of the plan.

2. Homeless strategy §91.100 (a)(2) – Consult with public and private agencies that provide assisted housing, health services, and social services to determine what resources are available to address the needs of any persons that are chronically homeless.
3. Metropolitan planning §91.100 (a)(5) -- Consult with adjacent units of general local government, including local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond a single jurisdiction, i.e. transportation, workforce development, economic development, etc.
4. HOPWA §91.100 (b)-- Largest city in EMSA consult broadly to develop metropolitan-wide strategy for addressing needs of persons with HIV/AIDS and their families.
5. Public housing §91.100 (c) -- Consult with the local public housing agency concerning public housing needs, planned programs, and activities.

The following public meeting/hearings were conducted to gather input in the development of the FY2012 One Year Action Plan:

1. A public hearing was held to gather input for the development of the One-year Action Plan and distribute public service grants applications. This first public hearing was held on November 16th 2011, with a 30 day public comment period from November 17th to December 19th, 2011. The application period for public service grants was November 17th – December 16th of 2011. This hearing was held at "Life House", a community non-profit agency, located in close proximity to the City's third Neighborhood Improvement District.
2. On January 17th 2012, a sub-committee of the Joplin City Council held a meeting where all public service applicants presented their project/proposals in an open forum.
3. The second public hearing took place on February 28th, 2012 with a 30 day public comment period from February 29th to March 30th, 2012. This hearing was held at the Area Agency on Aging, a locate senior center.
4. On April 16th 2012, the FY2012 One Year Action Plan was presented to City Council for formal adoption by a Resolution.

See attached affidavits of public hearings (located on following pages).

The following agencies were consulted and/or participated in the development of this plan,

City of Joplin
City of Carl Junction
City of Carterville
City of Carthage
City of Neck City
City of Oronogo
City of Webb City
Jasper County
Village of Airport Drive
Harry S Truman Coordinating Council
Harry S Truman Community Development Corporation
Economic Security Corporation of the Southwest Area
Joplin Area Habitat for Humanity
Joplin Housing Authority
Joplin Area Transportation Study Organization
Joplin Senior Center
Community Housing Resource Board
Area Agency on Aging
Boys and Girls Club of Southwest Missouri
Joplin Family YMCA
Joplin NALA Read
Lafayette House
Life House
Salvation Army
God's Resort
American Red Cross

CDBG Public Meeting - Public Service Grants 2012
Date:November 16, 2011 Time: 5:30 p.m.
Location: Life House, 516 North Wall, Joplin, Missouri

Sign in sheet for the first public hearing held November 16th, 2011.

Name:	Agency:	Phone:	Please print your Email address:
Alison Malinowski Sunday	Lafayette House	782-1772	amalinowski@yahoo.com
Susan Smith	Neighborhood Life House	483-1797	jcesmith@yahoo.com
David Dillon	Red Cross	207-6352	ddillon@redcross-ozarks.org
Jamie Smith	Life House	540-7544	jcesmith@yahoo.com
Mary Boudreaux	Joplin NAACP	782-7646	joplinnaacp@123mail.org
Katie Hargrove	Life House	501-416-4165	khargrove@hotmail.com
Abigail Lang	Life House	641-990-6642	unveiledface@gmail.com
Sarah Edmond	Lafayette House	417-624-7887	leacamp@gmail.com

Affidavit of Publication for the first public hearing held November 16th , 2011.

our world. *We deliver it!*

CITY OF JOPLIN/LEGALS
602 SOUTH MAIN STREET
JOPLIN MO 64801-

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI:

COUNTY OF JASPER:

I, Timothy F. Robinson, being duly sworn according to law, state that I am Contro
Globe.

The Joplin Globe is a daily newspaper of general circulation in the county of Jasp
admitted to the post office as second-class matter in the City of Joplin, the city of
which newspaper has been published regularly and consecutively for a period of
list of bonafide subscribers voluntarily engaged as such, who have paid or agreed
price for a subscription for a definite period of time, and that such newspaper has
provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed
appeared in the following issue(s):

Publication	Expire Date	Ad Caption	#7
The Joplin Globe	11/01/2011	Legal 405/Action Plan	

11/01/2011

Timothy F. Robinson Controller

Sworn to and subscribed before me this 1st day of November, 2011

Diana J. Crouch Notary Public

Diana J. Crouch/11146002
My commission expires February 21, 2015

Please Print

Public Hearing - CDBG & HOME Program; FY2012 Action Plan

Date: February 28, 2012 **Time: 11:30 a.m. - 12:30 p.m.** **Place: Area Agency on Aging 2204 South Connor Ave.**

Name:	Agency:	Address:	Phone:	E-Mail Address:
LINDA MEHNER		2227 S CONNOR		
Zelda Lanca		2901 E 9th St		
Alyson Simpson		11428 Aspen Rd.		
Lindy Dodson		224 S. Connor		

Sign in sheet for the second public hearing held February 28th, 2012.

Affidavit of Publication for the second public hearing held February 28th, 2012.

THE JOPLIN GLOBE

CITY OF JOPLIN/LEGALS
602 SOUTH MAIN STREET
JOPLIN MO 64801-

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI:

COUNTY OF JASPER:

I, Timothy F. Robinson, being duly sworn according to law, state that I am Controller Globe.

The Joplin Globe is a daily newspaper of general circulation in the county of Jasper, admitted to the post office as second-class matter in the City of Joplin, the city of pul which newspaper has been published regularly and consecutively for a period of thre list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to price for a subscription for a definite period of time, and that such newspaper has cor provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed ad appeared in the following issue(s):

Publication	Expire Date	Ad Caption	# Tir
The Joplin Globe	02/13/2012	LEGAL 030/2012 ACTION PLAN	

02/13/2012

Timothy F. Robinson
Controller

Sworn to and subscribed before me this 13th day of February, 2012

Diana J. Crouch
Notary Public

Diana J. Crouch 11146002

My commission expires February 21, 2015

117 East 4th Street • Joplin, MO 64801 • P.O. Box 7 • Joplin, MO 64802
Phone 417-623-3480 • Fax 417-623-118 • www.joplinglobe.com

(First Published February 13, 2012)

2012 ACTION PLAN

PROPOSED 2012 ACTION PLAN

A public hearing will be held on Tuesday, February 28, 2012. The meeting will be held from 11:30 a.m. to 12:30 p.m. at the Area Agency on Aging building located at 2204 South Central Avenue. The purpose of the hearing will be to provide an opportunity to review and comment on the one-year action plan. The public is encouraged to submit comments regarding previously funded community development activities. The Planning/Community Development office of the City of Joplin, Missouri has prepared a proposed 2012 Action Plan. Funding from the U.S. Department of Housing & Urban Development (HUD) for the City of Joplin is estimated to be $469,997.00 from the Community Development Block Grant Program and $418,588.00 from the HOME Investment Partnership Program in FY 2012. For fiscal year 2012 (July 2012 - June 2013), the uses of these funds are proposed to be for the following activities:

- Provide $100,000.00 to assist with downtown revitalization activities, facade improvement grants, acquisition & slum and blighted properties as designated by the city council; and
- Provide $218,960.00 for neighborhood revitalization activities to improve infrastructure in Low-Moderate Income (LMI) Neighborhoods; and
- Provide $20,000.00 for neighborhood based city operated activity in LMI areas; and
- Provide $20,000.00 to the Joplin Healing Library, City operated activity to provide tools to eligible homeowners.
- Assist public service agencies and groups by promoting fair housing and equal opportunity and by providing improved educational, recreational and support services within the City of Joplin, as follows:
- Provide $10,000.00 to Joplin Workforce Inc. to purchase operational supplies to maintain employment of handicapped citizens.
- Provide $8,800.00 to Helping Hands Housing Inc., (the Lafayette House) to purchase new furniture for their residential facilities.
- Provide $2,500 to Community Housing Resource Board to further fair housing and equal opportunity within the Joplin area community.
- Provide $10,110 to the Homeless Coalition for maintenance of their Homeless Management Information System.
- Provide $84,417 for CDBG Program administration and planning; and
- Provide $41,838 for Joplin HOME Consortium Program administration and planning; and
- Provide $143,400 for Housing Rehabilitation Activities to assist Economic Security Corporation to act as a sub-recipient and manage a homeowner rehabilitation program on behalf of the Consortium; and
- Provide $90,000 to the Harry S. Truman Community Development Corporation, a local Community Housing Development Organization, to act as the owner and developer of affordable housing to be acquired by LMI home buyers.
- Provide $143,400.00 to Joplin Area Habitat for Humanity who will act as the owner and developer of properties of new construction for LMI homeowners.

The proposed Action Plan is available for review at the CDBG Program office located at 302 S. Main Street, 3rd Floor in Joplin, Missouri. Written comments will be accepted from February 29, 2012 to March 30, 2012. Office hours are from 8:00 a.m. to 5:00 p.m. Appointments may be made to discuss the Action Plan with the CDBG Program staff by calling (417) 624-0820, extension 541.

Troy Bolander
Planning and Community Development Manager
City of Joplin, Missouri

Note: If you are in need of disability related auxiliary aids or services, contact our ADA Coordinator at 624-0820, extension 210, or the City Clerk's Office at 624-0820, extension 220. Kindly give us forty-eight (48) hours notice to arrange for the aids or service. TTD Number: (417) 625-4774.

(030)

3. Provide a summary of citizen comments or views on the plan.

No public comments were received during the comment periods.

4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

Not applicable, due to no public comments received.

Resources 91.220(c)(1)) and (c)(2)

5. Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

For FY2012, there will be two primary sources of federal funds. The first will be the City of Joplin's Community Development Block Grant (CDBG) entitlement funds, as outlined in the following budget summary in the amount of $484,587. Additional federal funds will also be provided through the Home Investment Partnership Investment Program (HOME). The Joplin HOME Consortium is comprised of the cities of Joplin, Carthage, Webb City, Carl Junction, Carterville, Sarcoxie, Oronogo, Airport Drive, Neck City, and Jasper County. Joplin acts as the "participating jurisdiction" (PJ) and the FY2012 funding allocation is in the amount of $418,639. Program income may be created through the CHDO acquisition and rehabilitation program due to the affordability period requirements of the program.

Other non-Federal public resources that are expected to be made available to benefit the City of Joplin include funding from the State's Emergency Shelter Grant (ESG). These funds have been (or will be) leveraged with the City's federal CDBG funds by assisting the Homeless Coalition's project.

6. Explain how federal funds will leverage resources from private and non-federal public sources.

Private funds are also expected to be made available to address the downtown revitalization needs. These funds will be leveraged with federal CDBG funds (From prior and current CDBG allocations) through a required dollar for dollar match from the property owners.

Habitat for Humanity private donations to affordable housing will be documented as part of the required match for the Consortiums HOME program.

Community Development Block Grant Program

Fiscal Year 2012

Proposed BUDGET

All amounts are subject to the availability of funds and may change without notice.

Downtown Revitalization	
Façade Improvement Grants – addressing slum & blight	$ 100,000.00
Description: HUD allows up to 30% of funds to be based on addressing blight.	
Neighborhood Revitalization Activities	
Infrastructure Improvements	$ 218,960.00
Description: funding used for infrastructure improvements in LMI neighborhoods.	
Sub Total	**$ 318,960.00**
Public Service Activities	
Joplin Workshop Inc.	$ 10,000.00
Family Self Help Center Inc; dba Lafayette House	$ 8,600.00
Neighborhood Clean-up (Managed by City Staff)	$ 20,000.00
Tool Lending Library (counts toward Public Service Cap)	$ 20,000.00
Homeless Coalition	$ 10,110.00
Description: Provides funding for homeless database required by HUD.	
Sub Total	**$ 68,710.00**
Program Administration Activities	
Community Housing Resource Board (subject to 20% Administration cap)	$ 2,500.00
Description: Provides funding for fair housing activities required by HUD.	
Administration & Planning (20% max. = $96,917.00)	$ 94,417.00
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.	
Sub Total	**$ 96,917.00**
TOTAL FY2012 CDBG BUDGET	**$ 484,587.00**

Joplin HOME Consortium Program

Fiscal Year 2012

Proposed BUDGET

All amounts are subject to the availability of funds and may change without notice

Housing Rehabilitation Activities – ESC Description: Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include: hard cost up to $25,000 per home and project specific soft costs.	$ 143,400.00 6 homes
CHDO Activities – HSTCDC ($62,795 = 15% HUD Min. set-aside) Description: Harry S Truman Community Development Corporation (HSTCDC) will act as the owner and developer of properties to be acquired and rehabilitated for homebuyers.	$ 90,000.00 1 home
Homebuyer New Construction Activities – JAHFH Description: Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.	$ 143,400.00 2 homes
Program Administration Activities – City of Joplin Description: Pro-rata share of Planning/ Community Development staff and overhead.	$ 41,839.00
TOTAL FY2012 HOME BUDGET	**$ 418,639.00**

Annual Objectives 91.220(c)(3)

**If not using the CPMP Tool:* *Complete and submit Table 3A.*
**If using the CPMP Tool:* *Complete and submit the Summary of Specific Annual Objectives Worksheets or Summaries.xls*

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes.

	Objective Category Decent Housing Which includes:		**Objective Category: Suitable Living Environment** Which includes:		**Objective Category: Expanded Economic Opportunities** Which includes:
☐	assisting homeless persons obtain affordable housing	☒	improving the safety and livability of neighborhoods	☐	job creation and retention
☒	assisting persons at risk of becoming homeless	☒	eliminating blighting influences and the deterioration of property and facilities	☐	establishment, stabilization and expansion of small business (including micro-businesses)
☒	retaining the affordable housing stock	☒	increasing the access to quality public and private facilities	☒	the provision of public services concerned with employment
☐	increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability	☒	reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods	☐	the provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan
☐	increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/ADOS) to live in dignity and independence	☒	restoring and preserving properties of special historic, architectural, or aesthetic value	☐	availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
☐	providing affordable housing that is accessible to job opportunities	☐	conserving energy resources and use of renewable energy sources	☐	access to capital and credit for development activities that promote the long-term economic social viability of the community

7. Provide a summary of specific objectives that will be addressed during the program year.

Table 3A
Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective *
	Rental Housing Objectives					
	Non-applicable					
	Owner Housing Objectives					
OH-1	Owner-occupied Rehab	HOME	LMI Household	6		DH-3
OH-2	CHDO – Acquisition & Rehab & Redevelopment	HOME	LMI Household	1		DH-2
OH-3	Habitat for Humanity	HOME	LMI Household	2		DH-2
	Homeless Objectives					
H-1	Homeless Coalition	CDBG	LMI – LC	1500		SL-1
	Special Needs Objectives					
SN-1	Downtown Revitalization	CDBG	Slum/Blight	2		EO-2
	Community Development Objectives					
	Non-applicable					
	Infrastructure Objectives					
I-1	Infrastructure Improvements	CDBG	LMI Area CTs	17,000		SL-1
	Public Facilities Objectives					
	Non-applicable					
	Public Services Objectives					
PS-1	Lafayette House	CDBG	LMI – LC	300		SL-1
PS-2	Joplin Workshop inc	CDBG	LMI--LC	108		EO-1
PS-3	Neighborhood Clean-up	CDBG	LMI-Area	17194		SL-3
PS-4	Tool Lending Library	CDBG	LMI–LC	25		SL-2
	Economic Development Objectives					
	Non-applicable					
	Other Objectives					
	Non-applicable					

***Outcome/Objective Codes**

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Description of Activities 91.220(d) and (e)

**If not using the CPMP Tool:* *Complete and submit Table 3C*
**If using the CPMP Tool:* *Complete and submit the Projects Worksheets*

8. Provide a summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the strategic plan.

Downtown Revitalization Project
The City will continue to revitalize its downtown core neighborhood. Streetscaping work has been completed in the 100 to 700 blocks of Main Street. Design Review Standards governing building façade improvements (to potentially include window repair/replacement, storefront repair/replacement, exterior masonry tuck-pointing or other repairs, signage replacement/improvement, decorative cornice restoration, or other known improvements generally allowed by the Secretary of the Interior's Standards for Rehabilitation) have been adopted by the City Council. The City of Joplin's façade improvement grant program requires a dollar for dollar private match. The intent of this matching requirement is to encourage private investment in the downtown properties in order to fully address the blighted conditions of the properties. If needed, a portion of the funding may be allocated to acquire the service of a historic architect to assist in the development of future projects. *The City has budgeted $100,000 of FY2012 CDBG funds in targeted area downtown that have been declared blighted by the City. This assistance will address slum and blight on an area basis benefiting LMI areas located in Census Tract101, Block Group 1, Census Tract 106, Block Group 1 and Census Tract 110, Block Group 2 and 3.*

Neighborhood Revitalization Project
The City of Joplin remains committed to improving the condition of LMI neighborhoods within the City. The city will undertake infrastructure improvements through targeting areas in need of repair as identified by residents of the neighborhoods. These improvements will be located in census tracts identified as LMI and will be an ongoing program in future years. *The City has budgeted $218,960 of FY2012 CDBG funds for infrastructure improvements in LMI neighborhoods. It is anticipated that 17,194 LMI persons could benefit from this activity.*

The City's neighborhood clean-up activity will benefit the four LMI census tract areas (CT 101, 106, 108, and 110). Dumpsters, portable toilet and sanitary wash stations will be made available during scheduled neighborhood cleanup activities. The city will continue assisting volunteer organization with material and supplies for selected activities during these events. *The City has budgeted $20,000 of FY2012 CDBG funds for neighborhood clean-up in LMI neighborhoods*

The Tool Lending Library will continue to assist LMI homeowner and volunteer groups providing assistance to LMI homeowners with tools to carry out housing rehab activities. Funding will provide for tools, equipment, fuel, and cost associated with operating and maintaining the tool lending library. *The City has budgeted $20,000 of FY2012 CDBG funds for Tool Lending Activities. An anticipated 25 LMI individuals will benefit from this assistance.*

Public Service Activities
The following activities have been selected by a subcommittee of the City Council to assist public service agencies with proposed projects anticipated to be completed during FY2012. The funding amount for public service activities represents approximately 15% of total allocated CDBG program funds. This amount includes those funds not truly considered public service activities as defined by HUD.

The Joplin Workshop has requested assistance from the City of Joplin for the purchase of operational supplies to maintain employment of handicapped citizens. *The City has chosen to fund the request for assistance in the amount of $10,000 of FY2012 CDBG funds. An anticipated 108 LMI Individual will benefit from this assistance.*

Family Self Help Center; (DBA Lafayette House) has requested assistance from the City of Joplin for funding to purchase new furniture (cribs, tables, chairs) for their residential facilities. *The City has chosen to fund the request for assistance in the amount of $8,600 of FY2012 CDBG funds. An anticipated 300 LMI individuals will benefit from this assistance.*

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, will receive funds to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. A city subcommittee decided that due to the importance of this system, it should be funded on an annual basis. *The City has budgeted $10,110 of FY2012 CDBG funds for the annual maintenance of the HMIS.*

HOME Rehabilitation Project
For FY2012, the Economic Security Corporation of Southwest Missouri (a local non-profit CDC based out of Joplin) will manage the owner-occupied housing rehabilitation program. ESC has extensive experience in working with the Missouri Housing Development Commission (MHDC) HeRO Program for the rehabilitation of owner-occupied homes in the Joplin region. Assistance will be provided to owner-occupied LMI families to bring their homes up to local building code standards. The maximum assistance available will be $25,000 (hard cost) per house and eligible related project soft cost. Project management and administration is provided by ESC. Any resident who owns their own home located in any of the member communities or unincorporated areas of Jasper County will be eligible to apply to the program. Applicants will be chosen based on many factors including the home's condition, household characteristics, and a reasonably fair distribution of funds to Consortium members based on market demand. *The City has budgeted $143,400 of FY2012 HOME funds for rehabilitation with six (6) households proposed to benefit from the assistance.*

HOME CHDO Project
There is a required 15% set-aside for Community Housing Development Organizations (CHDO) for the HOME program. The Acquisition and Rehabilitation (A&R) Program will continue in FY2012 through the HSTCDC in order to meet the set-aside requirement. HSTCDC is an active and eligible organization who has worked for the past several years towards developing and sponsoring affordable housing through the MHDC. The intent of the A&R Program is for HSTCDC to buy repairable substandard property, rehabilitate it, and resell the property to eligible LMI families. The CHDO does not intend to purchase occupied property. *The City has budgeted $90,000 of FY2012 HOME funds for the Acquisition and Rehab program, with one (1) household proposed to benefit from the assistance.*

HOME Homebuyers New Construction Project
For FY2012, the City of Joplin and HOME Consortium plan to support the Joplin Area Habitat for Humanity in the development of new homes located in member communities. Local donations to Habitat including cash, labor and materials will also be the primary source of the required 25% match to HOME funds. *The City has budgeted $143,400 of FY2012 HOME funds for new construction, with two (2) families proposed to benefit from the assistance.*

Program Administration Activities
The Community Housing Resource Board (CHRB) has been a long standing committee organized for the promotion of fair housing activities supporting public awareness. The City of Joplin's CDBG program has funded $2,500 annually to the CHRB, with the Joplin Housing Authority matching that amount. *The City has again budgeted $2,500 of FY2012 CDBG funds to promote the CHRB's activities. This activity is subject to the CDBG 20% administration cap.*

Program administration and planning cost will provide Planning/Community Development staff with planning, compliance review, reporting, subrecipient management, program accounting, and other HUD required CDBG and HOME program needs. The administrative costs include the salary and benefits of the Planning/Community Development Staff. *The City has budgeted $94,417 of FY2012 CDBG funds and $41,839 of FY2012 HOME funds for Program Administration Activities.*

Describe the outcome measures for activities in accordance with Federal Register Notice dated March 7, 2006, i.e., general objective category (decent housing, suitable living environment, economic opportunity) and general outcome category (availability/accessibility, affordability, sustainability).

See following HUD forms (Table 3C-Consolidated Plan Listing of Projects)

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Downtown Revitalization

Project
Downtown Revitalization

Activity
Façade Improvement Grants

Description
The City will continue to revitalize its downtown core neighborhood. The City of Joplin's façade improvement grant program requires a dollar for dollar private match. The intent of this matching requirement is to encourage private investment in the downtown properties in order to fully address the blighted conditions of the properties. If needed, a portion of the funding may be allocated to acquire the service of a historic architect to assist in the development of future projects. *This assistance will address slum and blight on an area basis benefiting LMI areas located in Census Tract101, Block Group 1, Census Tract 106, Block Group 1 and Census Tract 110, Block Group 2 and 3.*

Objective category: ☐ Suitable Living Environment ☐ Decent Housing ☒ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☐ Affordability ☒ Sustainability

Location/Target Area:
Various locations in downtown business district.
(Street Address):
(City, State, Zip Code):

Specific Objective Number SN-1	Project ID
HUD Matrix Code 14 E	CDBG Citation 570.202
Type of Recipient Individuals	CDBG National Objective Slum/Blight
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$100,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$100,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Infrastructure

Project
Neighborhood Revitalization Activities

Activity
Infrastructure Improvements

Description
The city will undertake infrastructure improvements through targeting areas in need of repair as identified by residents of the neighborhoods. These improvements will be located in census tracts identified as LMI and will be an ongoing program in future years.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:
Various Locations throughout Joplin, Missouri. Based on LMI area.
(Street Address):
(City, State, Zip Code):

Specific Objective Number I-1	Project ID
HUD Matrix Code 03	CDBG Citation 570.201 (c)
Type of Recipient	CDBG National Objective LMI-Area
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People Assisted	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$218,960
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$218,960

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Joplin Workshop Inc.

Description
The Joplin Workshop has requested assistance from the City of Joplin for the purchase of operational supplies to maintain employment of handicapped citizens.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 501 S. School Ave.
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-2	Project ID
HUD Matrix Code 05B	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-LC
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People Assisted	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$10,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$10,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Family Self Help Center Inc; dba Lafayette House

Description

Funding will be provided to purchase new furniture (cribs, tables, chairs) for their residential facilities.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 1809 Connor Ave.
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-1	Project ID
HUD Matrix Code 03	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator People Assisted	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$8,600
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$8,600

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Neighborhood Clean-up

Description
The City's neighborhood clean-up activity will benefit the four LMI census tract areas (CT 101, 106, 108, and 110). Dumpsters, portable toilet and sanitary wash stations will be made available during scheduled neighborhood cleanup activities. The city will continue assisting volunteer organization with material and supplies for selected activities during these events.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☐ Affordability ☒ Sustainability

Location/Target Area:

(Street Address): 602 S. Main
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-3	Project ID
HUD Matrix Code 05	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator People Assisted	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$20,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Public Service

Project
Public Service Activities

Activity
Tool Lending Library

Description
The Tool Lending Library will continue to assist LMI homeowner and volunteer groups providing assistance to LMI homeowners with tools to carry out housing rehab activities. Funding will provide for tools, equipment, fuel, and cost associated with operating and maintaining the tool lending library

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 602 S. Main Street
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number PS-4	Project ID
HUD Matrix Code 05	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator People Assisted	Annual Units
Local ID	Units Upon Completion

Funding Sources:

CDBG	$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$20,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

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Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Homeless

Project
Public Service Activities

Activity
Homeless Coalition

Description
Funding will be provided to the homeless coalition to operate the HMIS database for the year.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 602 S. Main Street
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number H-1	Project ID
HUD Matrix Code 03T	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective LMI-LC
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator People Assisted	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$10,110
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$10,110

The primary purpose of the project is to help: ☒ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Fair housing

Project
Administration Activities

Activity
Community Housing Resource Board (CHRB)

Description
Provides funding to promote fair housing activities through local media outlets

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): 602 S. Main Street
(City, State, Zip Code): Joplin, MO 64801

Specific Objective Number	Project ID
HUD Matrix Code 21D	CDBG Citation 570.201 (e)
Type of Recipient	CDBG National Objective
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator	Annual Units
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$2,500
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$2,500

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Rehabilitation Activities

Activity
ESC Homeowner Rehabilitation

Description
Funding will be provided to Economic Security Corporation who will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Joplin Consortium.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☐ Affordability ☒ Sustainability

Location/Target Area:

(Street Address):Various addresses
(City, State, Zip Code): Joplin Consortium Cities

Specific Objective Number OH-1	Project ID
HUD Matrix Code 14A	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator	Annual Units 6
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$143,400
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$143,400

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing and Urban Development

OMB Approval No. 2506-0117 (Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Activities

Activity
CHDO Acquisition & Rehabilitation

Description
Funding will be provided to Harry S. Truman Community Development Corporation (HSTCDC) who will act as the owner and developer of properties to be acquired and rehabilitated for homebuyers

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area:

(Street Address):Various addresses
(City, State, Zip Code): Joplin Consortium Cities

Specific Objective Number OH-2	Project ID
HUD Matrix Code 14G	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator	Annual Units 1
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$90,000
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$90,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

U.S. Department of Housing
and Urban Development

OMB Approval No. 2506-0117
(Exp. 4/30/2011)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Joplin

Priority Need
Owner Occupied Housing

Project
Housing Activities

Activity
Homebuyer New Construction- JAHFH

Description
Funding will be provided to Joplin Area Habitat for Humanity (JAHFH) who will act as the owner and developer of new properties for eligible homebuyers.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area:

(Street Address): Various addresses
(City, State, Zip Code): Joplin Consortium Cities

Specific Objective Number OH-3	Project ID
HUD Matrix Code 12	Citation 92.205(a)(1)
Type of Recipient	National Objective LMI
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator	Annual Units 2
Local ID	Units Upon Completion

Funding Sources:	
CDBG	
ESG	
HOME	$143,400
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$143,400

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

Geographic Distribution/Allocation Priorities 91.220(d) and (f)

9. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

Joplin has always concentrated its CDBG program efforts in the LMI census tracts. Currently those tracts are located in the central part of the city and are tracts 101, 106, 108, and 110. HOME funds are also partly concentrated in these areas. Because the HOME consortium includes a larger regional area, about half of the funding is generally budgeted for projects outside of the City of Joplin and half are budgeted for inside the City limits.

The City has also recently initiated a Neighborhood Improvement District (NID) philosophy to designate smaller target neighborhoods in which the CDBG and HOME funding is used. The majority of CDBG funds for this area are budgeted for infrastructure improvements for an estimated $218,960.

10. Describe the reasons for the allocation priorities, the rationale for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) during the next year, and identify any obstacles to addressing underserved needs.

The NID strategy started in the 2008 calendar year. This began as a means to identify the areas within the LMI census tracts that are most in need of assistance. The City's approach was to conduct multi-departmental approach to identify and address those areas including public safety, public health, public infrastructure, and housing.

In targeting a neighborhood of approximately 10-20 residential blocks, it was believed that the revitalization efforts would be more concentrated and thus more effective. The approach was successful in the first two years and will continue. The main obstacle in this approach has been ensuring the local residents are engaged in the process. In the past, including local non-profits and working through existing relationships has been a large part of the success. This year's NID is planned to continue the idea of partnerships with schools and other non-profits near the area.

Annual Affordable Housing Goals 91.220(g)

**If not using the CPMP Tool:* *Complete and submit Table 3B Annual Housing Completion Goals.*
**If using the CPMP Tool:* *Complete and submit the Table 3B Annual Housing Completion Goals.*

11. Describe the one-year goals for the number of homeless, non-homeless, and special-needs households to be provided affordable housing using funds made available to the jurisdiction and one-year goals for the number of households to be provided affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units using funds made available to the jurisdiction. The term affordable housing shall be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

The three HOME activities include Economic Security Corporation's (ESC) Homeowner Rehabilitation Program, Harry S. Truman Coordinating Council's (HSTCC) Acquisition and Rehabilitation and Habitat for Humanity new construction. ESC's activity is proposed to rehabilitate six low-income homeowner units in 2012 at a cost of $143,400. HSTCC's activity for $90,000 is proposed to acquire and rehabilitate one unit for purchase by a low-income homeowner. Habitat for Humanity proposed to assist two families in 2012 at a cost of $143,400.

Table 3B
ANNUAL AFFORDABLE HOUSING COMPLETION GOALS

Grantee Name: Program Year:	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
BENEFICIARY GOALS (Sec. 215 Only)						
Homeless households	0		☐	☐	☐	☐
Non-homeless households	9		☐	☒	☐	☐
Special needs households	0		☐	☐	☐	☐
Total Sec. 215 Beneficiaries*	9		☐	☒	☐	☐
RENTAL GOALS (Sec. 215 Only)						
Acquisition of existing units	0		☐	☐		☐
Production of new units	0		☐	☐		☐
Rehabilitation of existing units	0		☐	☐	☐	☐
Rental Assistance	0		☐	☐		☐
Total Sec. 215 Affordable Rental	0		☐	☐	☐	☐
HOME OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units	1		☐	☒		
Production of new units	2		☐	☒		
Rehabilitation of existing units	6		☐	☒		
Homebuyer Assistance	0		☐	☐		☐
Total Sec. 215 Affordable Owner	9		☐	☒	☐	☐
COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units	1		☐	☒		☐
Production of new units	2		☐	☒		☐
Rehabilitation of existing units	6		☐	☒	☐	☐
Rental Assistance	0		☐	☐		☐
Homebuyer Assistance	0		☐	☐		☐
Combined Total Sec. 215 Goals*	9		☐	☒	☐	☐
OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)						
Annual Rental Housing Goal			☐	☐	☐	☐
Annual Owner Housing Goal	9		☐	☒	☐	☐
Total Overall Housing Goal	9		☐	☒	☐	☐

* The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

Public Housing 91.220(h)

12. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

The plan includes funding for and staff representation on the Community Housing Resource Board. This is one venue with which the City opens communication with the Joplin Housing Authority (JHA). Staff members from the City and the JHA are members on this board that addresses housing needs in the community. Along with this, the JHA has an active tenant advisory council that consists of elected members from each of its major developments.

13. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

This does not apply to the Joplin Housing Authority.

Homeless and Special Needs 91.220(i)

14. Describe, briefly, the jurisdiction's plan for the investment and use of available resources and describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness.

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, requested funds through the public service grant process to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. The subcommittee decided that due to the importance of this system, it should be funded on an annual basis, rather than making the coalition re-apply through the public service competition each year.

15. Describe specific action steps to address the needs of persons that are not homeless identified in accordance with 91.215(e).

The following FY2012 CDBG activities aim to address the needs of persons that are not homeless: Neighborhood Revitalization Activities ($218,960), and Joplin Workshop Inc. ($10,000). All of these activities are described in detail under "Description of Activities'.

The following FY2012 HOME activities aim to address the needs of persons that are not homeless: Housing Rehabilitation Activities ($143,400), CHDO Activities ($90,000) and Homebuyer New Construction ($143,400)

16. Homelessness Prevention—Describe planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

The remaining of the FY2012 CDBG activities not mentioned under Section 15, in some way promote homelessness prevention. The Family Self Help Center; (DBA Lafayette House) ($8,600) provides housing and support services for battered spouses.

Barriers to Affordable Housing 91.220(j)

17. Describe the actions that will take place during the next year to remove barriers to affordable housing.

The City has updated its Analysis of Impediments to Fair Housing. The following is a summary of the objectives and actions to remove those impediments to fair and affordable housing. Short-term goals listed for completion in the 2010 Program year that have not yet been achieved will be addressed in future years.

1) **City's Fair Housing Policy/Organization is out of date.**
   Objective 1: Update the City's Fair Housing Policy.
   Action 1: A meeting with city officials should take place to discuss the best way to resolve the changes that have been made and need to be made to ensure a sufficient Fair Housing complaint system for the residents of the city.
   Progress: A meeting has occurred with City staff (CD & HR) to review and discuss the Fair Housing Policy.
2) **There is a lack of family sized (3+ bedroom) affordable units.**
   Objective 2: Promote and Encourage family sized development and rehabilitation.
   Action 1: The city has already dedicated the majority of its NSP and HOME funding for new construction to 3 bedroom units. This will be reported in the CAPER.
   Progress: Construction contracts have been awarded for several houses all of which are specified as 3 bedroom units.
3) **There is a lack of ADA Accessible housing units.**
   Objective 3: Promote and Encourage ADA/Universal Design.
   Action 1: A meeting with The Independent Living Center will occur to discuss how to better support their work.
   Action 2: A meeting with the ADA committee and Building Department to discuss the idea of preparing informational packets to distribute with building permits.
4) **Affordable units are only affordable for the high end of the affordable market.**
   Objective 4: Widen the range of price for available affordable housing.
   Action 1: Research should begin to establish a minimum and maximum square footage for units that are developed as affordable units.
   Progress: City staff has conducted basic research and compiled information
   Objective 5: Provide assistance for utility deposits and fees.
   Action 1: A liaison should be identified between the housing community and the utility companies and an inventory of existing assistance programs should be developed.
   Progress: Contacts were made at the major utility providers in the area to confirm existing assistance programs.

Other Actions 91.220(k)

18. Describe the actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, enhance coordination between public and private agencies (see 91.215(a), (b), (i), (j), (k), and (l)).

FY2012 activities that will address underserved needs of the community will consist of the following Public Service activities. These help with job retention (Joplin Workshop), and social services (Family Self Help Center Inc. dba Lafayette House).

The housing activities described earlier (ESC Rehabilitation, CHDO activity, and Habitat for Humanity) will all foster and maintain affordable housing in the area for a total of 9 affordable units assisted.

Lead testing is required through ESC's rehabilitation program and the CHDO activity. Both of these will evaluate a proposed 7 units this year. Both organizations will follow current HUD lead-based paint regulations.

The City will continue its partnership with ESC, HSTCC and Habitat for Humanity as subrecipients of the HOME funds. The above listed Grant recipients will also serve as institutions to help carry out the public services for this FY2012.

19. Describe the actions to coordinate its housing strategy with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.

The City of Joplin has recently reevaluated and expanded its Metro Area Public Transit System (MAPS). The distribution of these routes was planned to correspond with the public housing throughout the city. All public housing is within a few blocks of one of the MAPS trolley routes. This system has also incorporated

major retail service providers, health care providers, and social service providers to their distribution. The routes dissect all of the LMI census tracts. There is also a Half Fare Program for MAPS available for elderly, disabled, and Medicare recipients.

PROGRAM SPECIFIC REQUIREMENTS

CDBG 91.220(l)(1)

1. Identify program income expected to be received during the program year, including:
   - amount expected to be generated by and deposited to revolving loan funds;
   - total amount expected to be received from each new float-funded activity included in this plan; and
   - amount expected to be received during the current program year from a float-funded activity described in a prior statement or plan.

There is no expected program income to be received. If unexpected program income is received it will be applied to the next available eligible activity.

2. Program income received in the preceding program year that has not been included in a statement or plan.

There is no program income to be reported from the previous year.

3. Proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in its strategic plan.

Joplin does not receive any proceeds from Section 108 loan guarantees.

4. Surplus funds from any urban renewal settlement for community development and housing activities.

Joplin does not possess any surplus funds from urban renewal settlement.

5. Any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.

All funds have been included in a prior statement or plan.

6. Income from float-funded activities.

Joplin does not operate any float-funded activities.

7. Urgent need activities, only if the jurisdiction certifies.

Joplin does not run any urgent need activities.

8. Estimated amount of CDBG funds that will be used for activities that benefit persons of low- and moderate income.

The amount of non-administrative funds (excluding $100,000 in S/B funds for Downtown Revitalization) for FY 2012 CDBG projects are expected to benefit low and moderate income persons for a total expected funding amount of $287,670.

HOME 91.220(l)(1)

1. Describe other forms of investment. (See Section 92.205)

The City offers HOME funds for owner-occupied rehabilitation on a forgive-able loan basis and offers homebuyer's subsidies to allow affordable homes to low and moderate income homebuyers through the CHDO activity.

2. If grantee (PJ) plans to use HOME funds for homebuyers, did they state the guidelines of resale or recapture, as required in 92.254.

HOME funds will be used for homebuyers through the CHDO activity and is expected to use recapture guidelines as required.

3. If grantee (PJ) plans to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds, state its refinancing guidelines required under 24 CFR 92.206(b).

The City currently has no plans to use HOME funds for such refinancing.

4. Resale Provisions -- For homeownership activities, describe its resale or recapture guidelines that ensure the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4).

The owner-occupied rehabilitation activity through ESC imposes a three year affordability period on all rehabilitations. The affordability period is record as a Deed Restriction and is forgiven after 3 years, if all program requirements are met. Any funds that may be returned will be treated as program income.

The PJ has structured the CHDO's recapture provisions based on the amount of HOME assistance that enables the homebuyer to purchase the unit. The period of affordability will be based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. The following chart outlines the funding limits and period of affordability.

HOME Total Assistance to the Buyer	Minimum Affordability Period
Under $15,000	5 Years
$15,000 - $40,000	10 Years
Over $40,000	15 Years

When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

5. HOME Tenant-Based Rental Assistance -- Describe the local market conditions that led to the use of HOME funds for tenant based rental assistance program.

   If the tenant based rental assistance program is targeted to or provides a preference for a special needs group, that group must be identified in the Consolidated Plan as having an unmet need and show the preference is needed to narrow the gap in benefits and services received by this population.

This is not applicable to the Joplin Consortium. There are no existing or planned HOME Tenant-Based Rental Assistance activities.

6. If a participating jurisdiction intends to use forms of investment other than those described in 24 CFR 92.205(b), describe these forms of investment.

The Joplin Consortium does not plan to use forms of investment other than those listed at 24 CFR 92.205 (b).

7. Describe the policy and procedures it will follow to affirmatively market housing containing five or more HOME-assisted units.

The Joplin Consortium has no plans to fund multi-unit housing projects.

8. Describe actions taken to establish and oversee a minority outreach program within its jurisdiction to ensure inclusion, to the maximum extent possible, of minority and women, and entities owned by minorities and women, including without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts, entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing under the HOME program or any other Federal housing law applicable to such jurisdiction.

There is language included in all contracts for HOME funded projects and all minority and women business are encouraged to bid on all projects.

9. If a jurisdiction intends to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds, state its financing guidelines required under 24 CFR 92.206(b).

There is no intent to use HOME funds to refinance existing debt secured by multifamily housing.

HOPWA 91.220(l)(3)

1. One year goals for the number of households to be provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family, tenant-based rental assistance, units provided in housing facilities that are being developed, leased, or operated.

This is not applicable. The City of Joplin's CDBG Entitlement Program and the Joplin HOME Consortium do not participate in the Housing Opportunities for People with Aids (HOPWA) program.

OTHER NARRATIVES AND ATTACHMENTS

Include any action plan information that was not covered by a narrative in any other section. If optional tables are not used, provide comparable information that is required by consolidated plan regulations.

MONITORING

CDBG

The CDBG Program staff will be in contact with subrecipients of the program, according to the terms of their Subrecipient Agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits will be conducted according to the nature and scope of the project. Forms to verify LMI participation and/or benefit are collected based on the scope of each project. The project is reported on annually (in the CAPER) until the project is completed.

SCHEDULE OF EVENTS – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.

2. The on-site monitoring visit is conducted, and consists of the following:
    a. Conference
    b. Documentation, data gathering and analysis

A letter is sent to the subrecipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient to ensure compliance with all applicable rules and regulations of the program.

The city will monitor its performance in meeting the goals and objectives of the Five Year Consolidated Plan by comparing its accomplishments in its CAPER each year to the Plan. If certain projects are underachieving relative to the Five Year Plan, then an emphasis will be given to improve its performance or adjust the goals and objectives accordingly the following year.

HOME

Since the primary uses of HOME funds will be implemented through the CHDO and other nonprofit subrecipients, City of Joplin staff will be extensively monitoring projects for compliance areas and related program requirements. Each subrecipient will work independent of each other, but will be aggressive in proceeding with their respective projects. Each program is anticipated to begin as soon as the environmental reviews are complete and a "Release of Funds" is received from HUD. Timeliness is a high priority for all entities, especially the CHDO who plans to turn over their funds as soon as possible to provide future matching funds for the program.

For the Owner-Occupied Rehabilitation Program, Joplin staff will meet with ESC to review their project files at certain pre-determined milestones including pre application phase, project selection (and environmental review), and periodic reviews of project completions. The periodic reviews will be conducted while the activity is underway. Each rehab will be required to obtain a building permit from each applicable jurisdiction. Joplin will provide inspectors for those areas, including the unincorporated portion of the County, where there are no required permits. The 2006 International Building Code will be used in the areas Joplin will cover outside the Joplin city limits.

For the CHDO activities, Joplin staff will assist HSTCDC with project selection and perform the environmental review as needed. They will also monitor and review their files upon rehab completion and the sale of each home.

Habitat for Humanity will be a similar monitoring process as the CHDO. Monitoring milestones will occur at the pre-construction phase (after environmental review completion) and post-construction phase.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace – It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –

    (a) The dangers of drug abuse in the workplace;
    (b) The grantee's policy of maintaining a drug-free workplace
    (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –

    (a) Abide by the terms of the statement; and
    (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –

    (a) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of Rehabilitation Act of 1973, as amended; or
    (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.

Anti-Lobbying – To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriate funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into 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 appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan – The housing activities to be undertaken with CDBG, HOME, ESG, and, HOPWA funds are consistent with the strategic plan.

Acquisition and Relocation -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

City Manager

Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – It is consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force –It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable Stand and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Led-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Pat 35, subparts A, B, J, K, and R;

Compliance with Laws – It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

City Manager

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- **If** the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

_____ _____

Signature/Authorized Official Date

City Manager

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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 prerequisite for making or entering into this transaction imposed in section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

602 S. Main Street
Joplin,
Jasper County
Missouri 64801

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1808.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statues;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Insert Council Resolution # 2012-_____

RESOLUTION NO. 2012-012

A RESOLUTION authorizing the filing of a One Year Action Program with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2012; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

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

Section 1. That the City of Joplin file a One Year Action Plan for fiscal year 2012 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the amount of $484,587.00 and the Joplin Consortium HOME Investment Partnership Program grant in the amount of $418,639.00 with the U.S. Department of Housing and Urban Development.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Forms 424 to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
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: May 7, 2012
ITEM: RESOLUTION NO. 2012-014

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Copy of Resolution No. 2012-014

FIRE CHIEF MITCH RANDLES: MR — **DATE:** 5-2-12
CITY MANAGER MARK ROHR — **DATE:** 5-2-12
CITY ATTORNEY BRIAN HEAD: — **DATE:** 5-2-12
FINANCE DIRECTOR LESLIE JONES — **DATE:** 5-2-12

RECOMMENDED ACTION: FIRE DEPARTMENT RECOMMENDS APPROVAL

BACKGROUND:
The Missouri Office of Homeland Security and SEMA under the Federal Homeland security grant system has awarded the City of Joplin Fire Department a grant in the amount of $18,000.00 for the Training of Fire Department personnel in technical building collapse rescue.

This grant is administered by the Southwest Missouri Council of Governments with the cost of the training class being paid by the Council of Governments directly to the University of Missouri who is the contract instructor of this training.

DISCUSSION:
This resolution authorizes the acceptance of a grant between the City of Joplin Fire Department and the Missouri Department of Homeland Security under the Federal Homeland security act grant program. In 2002, the city of Joplin Fire and Police Departments with METS ambulance developed one of 28 Regional Homeland Security Response Teams. The mission of these teams was to respond to suspected acts of terrorism with special trained and equipped personnel to assess situations and mitigate the hazards, if possible, either before Federal or State assets could respond to the incident.

In 2008 following several tornados, floods and ice storm events, the focus of Homeland Security Response Teams shifted from one of strictly terrorism events to an all-hazards approach for responses. This shift in focus has been of significant assistance in responses to natural disasters. Since that change, we have been able, through cooperative agreements, to place specially trained and equipped personnel within short drives of all areas of the state. In Southwest Missouri, which is recognized as Region D for Homeland Security purposes, there are three of these specialized response teams. They are Springfield, Branson and Joplin. Each is able to respond either in concert as a single large team or separately as individual response teams, depending up on the situation which is at hand.

RECOMMENDATION:
Staff recommends approval of this resolution.

RESOLUTION NO. 2012-014

A RESOLUTION authorizing the acceptance of a grant between the City of Joplin Fire Department and the Missouri Office of Homeland Security for the purpose of providing Structural Collapse Rescue Training to Fire department personnel in the amount of $18,000.00.

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

Section 1. That the City Manager and Fire Chief are authorized to accept a grant from the Missouri Office of Homeland Security in the amount of eighteen thousand dollars and no cents ($18,000.00) providing for Structural collapse training for members of the Joplin Fire Department. This training is to be conducted by the University of Missouri Fire Rescue Training Institute.

Section 2. That the grant funding will be paid directly to the University of Missouri Fire Rescue Training Institute by the Southwest Council of Governments on the City's behalf.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: May 7, 2012

ITEM: Council Bill No. 2012-004 calling an election to be held on the first Tuesday following the first Monday in August on the question of whether or not the Village of Silver Creek and the City of Joplin should be consolidated as provided by Section 72.150, et seq., of the statutes of the State of Missouri.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2012-004

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 4-13-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 4-30-12
CITY CLERK:	Barbara Hogelin	**DATE:** 4-13-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 4-13-12
FIRE CHIEF:	Mitch Randles	**DATE:** 4/13/2012
POLICE CHIEF:	Lane Roberts	**DATE:** 4-13-12
PUBLIC WORKS DIRECTOR:	David Hertzberg	**DATE:** 4/16/12
HEALTH DIRECTOR:	Dan Pekarek	**DATE:** 4/16/12
PLANNING/C.D. DIRECTOR:	Troy Bolander T. B.	**DATE:** 4-13-12

INTRODUCTION:

This Council Bill calls an election to be held on the first Tuesday following the first Monday in August on the question of whether or not the Village of Silver Creek and the City of Joplin should be consolidated as provided by Section 72.150, et seq., of the statutes of the State of Missouri.

DISCUSSION:

Several months ago, the City was approached by representatives of the Village of Silver Creek regarding potential consolidation with the City of Joplin. Staff, including the Finance Director, Police Chief, Fire Chief, Planning Director, Public Works Director, and City Attorney, began analyzing the various impacts to the City in the event Silver Creek consolidated with the City.

The Village of Silver Creek encompasses approximately 500 acres on the southeastern border of Joplin. There are approximately 235 residences, 10 businesses, and 605 people in Silver Creek. In 2009, Silver Creek issued just over $2.4 million in bonds for sewer improvements. These bonds were issued at a 2.4% interest rate and there is currently an outstanding principal balance of $2.3 million. The annual payment is approximately $155,000. Upon consolidation, the Silver Creek bonds would be assumed by the City of Joplin and would either be paid annually over

their remaining life or called in the future and paid off.

This proposed consolidation would impact various city services such as police, fire, animal control, and public works street and sewer divisions. Staff has reviewed the impact to these city services of this proposed consolidation and believes that the impact to the City is manageable within the current budget and current resources.

Missouri Statutes found beginning at Section 72.150 govern the procedure relating to a consolidation of two communities. Under this procedure, the governing body of both the City and the Village must petition the County Commissions of both Jasper and Newton County to place this issue on the Ballot. This Council Bill requests placement on the August ballot by the County Commissioners. If approved by a simple majority of the voters in each jurisdiction, the consolidation would go into effect on January 1, 2013.

RECOMMENDATION:

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

BWH:ab
attachment

COUNCIL BILL NO. 2012-004 ORDINANCE NO. 2012-_____

AN ORDINANCE requesting the County Commissions of Jasper County and Newton County to place the question of consolidation of the City of Joplin, Missouri, and the Village of Silver Creek, Missouri, upon the ballot at the next Public Election, to be held on the first Tuesday following the first Monday in August, 2012, and containing an emergency clause.

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

Section 1. That the City Council, being the legislative body of the City of Joplin, Missouri, hereby makes request to the County Commissions of Jasper County, Missouri, and Newton County, Missouri, to place upon the ballot at the next Public Election, to be held on the first Tuesday following the first Monday in August, 2012, the question of whether the City of Joplin, Missouri, and the Village of Silver Creek, Missouri, should be consolidated into one city, thereafter to be known as the City of Joplin, Missouri.

Section 2. The City of Joplin submits the following information to the County Commissions:

(a) The names of the municipalities to be consolidated are the Village of Silver Creek, Missouri, and the City of Joplin, Missouri;

(b) The proposed effective date of the consolidation shall be January 1, 2013, at 12:01 a.m.;

(c) The number of votes cast in the last General Municipal Election in the City of Joplin, Missouri, was 7,403;

(d) The municipality proposed for consolidation will have the identical form of government as is presently employed by the City of Joplin, Missouri, and will be governed by all the Ordinances of the City of Joplin, Missouri, which are in effect as of the date of the consolidation and will be served by all of the employees of the City of Joplin, Missouri, who are employed by said City on the date of the consolidation, and will be governed by the City Council of the City of Joplin, Missouri, which is a Constitutional Charter Government, and all taxes in effect in the City of Joplin, Missouri, on the date of consolidation will remain in effect and be collected by the City of Joplin, Missouri, after the consolidation as the same is duly constituted on the date of the consolidation shall be collected by the City of Joplin, and the bonded indebtedness of the City of Joplin in the amount of Ten Million Five Hundred Six Thousand Three Hundred and Twenty-Seven Dollars ($10,506,327.00) will be considered a bonded indebtedness of the

consolidated City of Joplin, and the bonded indebtedness of the Village of Silver Creek in the amount of Two Million Three Hundred Forty-Seven Thousand Five Hundred Dollars ($2,347,500.00) will be considered a bonded indebtedness of the consolidated City of Joplin to be paid from the fees of all users of the consolidated system, and all Ordinances enacted by the Village of Silver Creek, prior to the date of consolidation, will be abandoned, and will be null and void, and there shall be no form of government, no officers and no employees of the Village of Silver Creek, Missouri, prior to the date of consolidation which will be retained at the date of consolidation.

Section 3. That the City Clerk of the City of Joplin, Missouri, is hereby directed to send a certified copy of this Ordinance to the County Commissions of Jasper County, Missouri, and Newton County, Missouri, together with such other information as shall be required by law for consolidation election.

Section 4. That this Ordinance is declared to be an emergency Ordinance by the Council within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, in that such Ordinance provides for the submission of the proposition to the people 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 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: May 7, 2012

ITEM: Council Bill No. 2012-005 authorizing and approving settlement of a claim for property damage asserted against the City by claimant Chris Coats/Coats Towing relating to a vehicular accident involving a City-owned vehicle.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2012-005 with estimates.

DEPARTMENT HEAD:	Brian W. Head BWH	**DATE:** 4/26/12
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 4-30-12
FIRE CHIEF:	Mitch Randles MDR	**DATE:** 4/26/2012
FINANCE DIRECTOR:	Leslie Jones LJ	**DATE:** 4/26/12
H.R./RISK MGMT:	Reba Snavely RS	**DATE:** 4/26/12

INTRODUCTION:

This Council Bill approves the settlement and payment of a claim for property damage asserted against the City of Joplin relating to a vehicular accident involving a City-owned vehicle.

DISCUSSION:

Near midnight on March 31st, 2012, the Fire Department received a call and was dispatched to the area of Pool and Mineral Streets to assist with a one car accident where the driver had struck a utility pool necessitating extrication of the driver. Later, at 1:43 a.m., on April 1st, the fire truck was involved in its own accident when it struck a tow truck owned by Chris Coats/Coats Towing. The Joplin Police Department's Accident Report indicates that the Coats tow truck was stopped behind the fire truck on Pool Street (waiting to tow the original accident vehicle). The driver of the fire truck attempted to back his vehicle, in order to let the tow truck pass, and in so doing, backed into the left front portion of the tow truck. Although there were two other firefighters assisting the driver as he was backing up, it was dark and with the emergency lights activated on the fire truck, the driver simply did not see the tow truck behind him.

The damage to the Coats tow truck was substantial and Mr. Coats advised our Risk Management Department that it was his belief any estimate from International Trucks would be considerably higher than if he received separate estimates for parts/labor for the various stages of repair. Mr. Coats received those two estimates (attached), bringing the total amount of repairs to $6,934.77. Staff recommends settlement and payment of this amount to finalize and dispose of the claim. An appropriate Release will, of course, be obtained from the claimant.

RECOMMENDATION:

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

BWH:ab

COUNCIL BILL NO. 2012-005 ORDINANCE NO.

AN ORDINANCE authorizing and approving the settlement of a claim for property damage asserted by Chris Coats/Coats Towing, against the City of Joplin, said payment being in settlement of all claims arising out of a vehicular accident that occurred on or about April 1, 2012; authorizing the Director of Finance to pay out the total sum of Six Thousand, Nine Hundred Thirty-Four Dollars, Seventy-Seven Cents ($6,934.77) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

WHEREAS, the H.R./Risk Management Director and the City Attorney recommend payment of the total sum of Six Thousand, Nine Hundred Thirty-Four Dollars, Seventy-Seven Cents ($6,934.77) on behalf of claimant Chris Coats/Coats Towing, resultant from a vehicular accident that occurred on or about April 1, 2012, at or near the intersection of Pool and Mineral Streets, in Joplin, Missouri, and involving a City employee.

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

Section 1. Approval of payment of settlement. The claim of property damages to the 1998 International Tow Truck asserted by owner Chris Coats/Coats Towing, and settlement of all claims hereinabove set forth which provides for the payment of Six Thousand, Nine Hundred Thirty-Four Dollars, Seventy-Seven Cents ($6,934.77), by the City of Joplin, Missouri, be, and the same is, hereby approved.

Section 2. Authorization for Director of Finance to expend funds. The Director of Finance of the City of Joplin, Missouri, is hereby authorized and directed to make a total payment in the amount of Six Thousand, Nine Hundred Thirty-Four Dollars, Seventy-Seven Cents ($6,934.77), upon the advice and recommendation of the City Attorney, in settlement of all claims as hereinabove set forth, said payment to be made from the Insurance Account and charged to Account No. 515-7501-500-5305.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance for the settlement and payment of damage claims, upon recommendation of the City Attorney, is considered an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2012, by a vote of _____ .

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Big Rigs Paint & Body, LLC
3110 N. Upland Rd, Ste G
Joplin, Mo, 64801
Tel: 417-621-0099 Fax: 417-621-0688
bigrigspaint@att.net
Tax ID: 20324952

Estimate - Preliminary

Estimate Prepared by:
Accident Date:
Date of Loss:
Arrival Date:
Type of Loss:
Policy Number:
Claim Number:

Appraised for:

Date: 4/9/2012
Estimate#:

Insured:

Company: Coats Towing
Address: 1230 S Joplin Ave
City, State, Zip Code: Joplin, Mo 64801
Telephone, Fax: 417-624-4285, 417-782-5399

Year	Make	Model	Color	Trim
1998	INTERNATIONAL	4700	RED	

Unit Number	License Plate #	Mileage	Serial#/VIN#
		207,881	1HTSCAAM6WH560268

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount		Labor Units
	1	Body	Rem/Rep	Face Bar Chrome	New	N.A.	$434.49	T	1.0*
	2	Body	Rem/Rep	Hood Assy 4000	New	N.A.	$2,494.44	T	5.0*
	3	Ref	Ref	Refinish Refinish Hood	Exist				6.2
	4	Body	Chk/Adj	Aim Lamps	Exist				.5
	5	Body	Rem/Rep	Bezel, Headlamp L	New	N.A.	$22.14	T	.3*
	6	Body	Rem/Rep	Lens, Park/Signal L	New	N.A.	$24.70	T	.2*
	7	Body	Rem/Rep	Headlamp Assy L	New	N.A.	$54.24	T	.4*
	8	Body	Rem/Rep	L Lower Fender (Fender Extension)	New		$337.96	T	1.8*
	9	Ref	Ref	L Lower Fender	Exist				2.1*
	10	Body	Rem/Rep	L Mirror Head (Dr Door)	New		$36.39		.5*
	11			Paint Materials			$332.00		

* - Judgement Item
# - Labor Note Applies

Labor

Body	9.7	Hrs @	$55.00	$533.50
Refinish	8.3	Hrs @	$55.00	$456.50

Parts

Parts Subtotal	$3,398.43
Less Adjustments	

Version 3.0
Database Edition PMT 12-01

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Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
Labor Total					$990.00	Parts Total		$3,398.43

Additional Costs and Operations

Addl. Costs/Ops Total			$332.00

Tax

Parts Tax	@	5.20%	$175.14
Addl. Costs Tax	@	5.20%	$17.27
Tax Total			$192.41

Totals

Sub Total:	$4,912.84
Customer Resp.	$0.00
Net Total	**$4,912.84**

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

This is a preliminary estimate. Additional charges to the estimate may be required for the actual repair.

TruckEst does not automatically include items required by many business repair partners. This application allows the author to manually enter line items such as overlap deductions.

1998 INTERNATIONAL 4700

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RICHARD'S TRUCK REPAIR
4662 W. 7th St.
JOPLIN, MO 64801
(417) 782-1429

012674

Estimate

QUAN.	DESCRIPTION			PRICE
1	24.5x20 19.5ply Tire			419.00
1	FRE6024L Tie Rod			98.45
1	FRE6025R Tie Rod			108.45
1	Simulator			35.00
1	Spring Center bolt			12.99

ITEMS TO BE CONTINUED ON OTHER SIDE — TOTAL PARTS

QUAN.	DESCRIPTION			PRICE

TOTAL ACCESSORIES

NAME: Chris Coats Towing — DATE: 4-9-12

ADDRESS — A.M. / P.M.

MAKE: 98 Int 4700 4X2 — MODEL — ODOMETER: 240867

LICENSE — VIN: 1HTSCAAM1WH514048

DESCRIPTION OF WORK	AMOUNT
☐ LUBE ☐ CHANGE OIL ☐ OIL FILTER ☐ TUNE-UP ☐ TRANS. ☐ DIFF.	
Replace Tie Rod ends	2 5
Replace Spring Center pin	3 0
Replace L Tire	1 0
Replace L Simulator	1 5
Tighten Gear Box Arm	1 5
Alignment	2 8

LITERS/GALS. OF GAS @ —
LITERS/QTS. OF OIL @ —
KgS/LBS OF GREASE @ —

TOTAL LABOR 6 8 00
TOTAL PARTS 1 2 8 7 6
ACCESSORIES
GAS, OIL AND GREASE
SUBLET REPAIRS
ENVIRONMENTAL DISPOSAL 5 00
TAX 6 7 5
TOTAL 2 2 1 3 5

I hereby authorize the above repair work to be done along with the necessary material. You and your employees may operate the car or truck listed above for the purpose of testing and delivery at my risk. An express mechanic's lien is acknowledged on the above car or truck to secure the amount of repairs thereto. You are not responsible for articles left in the car or truck. In case action is brought to collect charges incurred for repairs, I agree to pay reasonable attorney's fees and court costs.

SIGNATURE

THANK YOU

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012

Item: COUNCIL BILL NO. 2012-129
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2012- 129
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Tim Nyander TN	Date: 4/30/12
Department Head: David Hertzberg	Date: 4/30/12
Finance Department: Leslie Jones	Date: 4-30-12
City Attorney: Brian Head	Date: 4-30-12
City Manager: R. Mark Rohr	Date: 4-30-12

Recommended Action: Approval of Contract with Big Johns to remove the structures and any remaining debris including foundation and footings located at 1102 VALLEY

Summary: The above listed address was "tagged" as a dangerous building on April 14, 2011. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). April 6, 2012 an advertisement for bids began in the Joplin Globe with bids being received on April11, 2012. At that time bids were received as follows:

B & D Yard builders	$ 4886.00
Big John's	**$ 2100.00**
Wheeler Excavation	$ 3472.00

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

Staff recommends that the demolition contract be awarded to Big Johns..

COUNCIL BILL NO. 2012 – 129 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1102 Valley in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred and 00/100 Dollars ($ 2,100.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Big Johns in the amount of Two Thousand One Hundred and 00/100 Dollars ($ 2,100.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1102 Valley.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1102 Valley and legally described as:

ALL OF LOT NIMBERED TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BLOCK 11, IN EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

ATTEST: Melodee Colbert Kean - Mayor

Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Brian W. Head - City Attorney








COUNCIL Bill 2012-
1102 VALLEY

CITY OF JOPLIN MISSOURI

BID TABULATION:

BID #: ___ DESCRIPTION: 1102 E. VALLEY STREET DEPARTMENT: BUIL

BID OPENING DEADLINE: 04/11/2012 OPENED: 10:00 A.M

OPENED BY: JEFF OLIVER WITNESSED BY: MARCI STOEBEL APPROVE

VENDOR NAME:	DATE RECEIVED:	CONTACT NAME:	PHONE #
WHEELER EXCAVATION	04/10/12	STARBUCK WHEELER	417-437-1037
B&D YARD BUILDERS	04/10/12	DENNIS NEELY	417-437-7506
BIG JOHN'S	04/10/12	SID DAVIS	417-437-0285

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012
Council Bill No. 2012-130

Item: Purchase of Property for Widening Broadway from St. Louis to Florida
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2012-130

Department Head: David Hertzberg DZH	Date: 4/30/12
Engineering Department: Jack Schaller JS	Date: 4-25-12
Finance Department: Leslie Jones LJ	Date: 4-30-12
City Attorney: Brian Head [illegible]	Date: 4-30-12
City Manager: Mark Rohr PWR	Date: 4-30-12

Recommended Action: Purchase of Right of Way at 108 N. Florida for the Broadway widening project.

Background: The City of Joplin has budgeted money for the widening of Broadway Street from St. Louis east to Florida through the 3/8 cent transportation sales tax fund that was approved by voters in August 2004. This project involves the widening of the existing 2-lane road into a 3-line road. Bicycle lanes are included with the widening and a sidewalk is planned on both sides for pedestrians. In order to complete the widening project it is necessary to purchase right of way from the described property located at 108 N. Florida Avenue.

Discussion: Staff has reached an agreement with Harold and Margaret Taylor and Edgar McGuire for Two Thousand Sixty-Four Dollars, ($2,064.00). This is the appraised amount for this acquisition. This is the 1st of 3 parcels to be acquired.

Recommendation: Staff recommends approval for payment of $2,064.00 for the purchase of the described right of way at 108 N. Florida.

CB2012-130



1 inch = 50

COUNCIL BILL NO. 2012-130 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 108 N. Florida Avenue consisting of part of Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15), of Block Twenty-Five (25), in College Hill Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Sixty-Four and 00/100 dollars ($2,064.00) and containing an emergency clause.

WHEREAS, Harold C. Taylor and Margaret D. Taylor, and Edgar J. McGuire are the legal owners of property at 108 N. Florida Avenue , consisting of part of Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15), of Block Twenty-Five (25), in College Hill 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 Broadway.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 108 N. Florida, described herein.

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

Section 1. That the City of Joplin approve the purchase of a right of way at 108 N. Florida Avenue, consisting of:

All that part of Lots Numbered Twelve (12) and Thirteen (13) in Block Twenty-five (25) in College Hill Addition to the City of Joplin, Jasper County, Missouri, described as follows: Beginning at the southeast corner of said Lot Twelve, thence N01°59'48"E, 150.00 feet to the northeast corner of said Lot Twelve; Thence N89°18'50"W along the north line of said Lot Twelve, 5.00 feet; Thence S01°59'48"W, 72.28 feet to a curve to the right having a radius of 79.50 feet; Thence along said curve an arc distance of 123.21 feet to a point on the south line of said Lot Thirteen; Thence S89°19'04"E away from said curve along the south line of said Lots Twelve and Thirteen, 82.85 feet to the point of beginning.

Containing 2040 square feet more or less.

Section 2. That the City of Joplin authorize placing $2,064, in escrow for the purchase of right of way at 108 N. Florida Avenue. Payment will be made from account #145-4565-520-8105 Project TC0513.

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. 2012-130 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: May 7, 2012
Council Bill No. 2012-131
Item: Purchase of Real Property 24th and Meadow Storm Water Improvements
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2012-131

Department Head: David Hertzberg — Date: 4/30/12
Engineering Department: Jack Schaller — Date: 4-30-12
Finance Department: Leslie Jones — Date: 5-1-12
City Attorney: Brian Head — Date: 5-1-12
City Manager: Mark Rohr — Date: 4-30-12

Recommended Action: Purchase of Real Property at 2306 Meadow Avenue from George R. and Judith K. Stanley, for storm water improvements.

Background: The Stormwater Management Plan was completed in 1998. A taskforce reviewed the storm water plans and concurred with the project priorities identified in the master plan. The 24th and Meadow storm water project was among those priority projects.

In order to complete the project, a permanent storm water easement is needed from the property at 2306 Meadow Avenue.

Discussion: Staff has reached an agreement with George R. and Judith K. Stanley. for Twelve Thousand Dollars, ($12,000.00). This is the appraised value for this acquisition.

Recommendation: Staff recommends approval for payment of $12,000 for the purchase of the property at 2306 Meadow Avenue.

CB2012-131



1 inch = 50 f[illegible]t

COUNCIL BILL NO. 2012-131 ORDINANCE NO.

AN ORDINANCE approving the purchase of a real property from 2306 Meadow Avenue, consisting of all of Lot Numbered One Hundred Sixty-Five (165) and One Hundred Sixty-Six (166) in D.O.Witmer's Subdivision, 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 Twelve Thousand and 00/100 dollars (12,000.00) and containing an emergency clause.

WHEREAS, George R. and Judith K. Stanley are the legal owners of property at 2306 Meadow Avenue, consisting of all of Lot Numbered One Hundred Sixty-Five (165) and One Hundred Sixty-Six (166) in D.O.Witmer's Subdivision, 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;

WHEREAS, the Council of the City of Joplin approved in the 2011-2012 budget funds for storm water improvements in the area of 24th and Meadow Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire the property, described herein.

Lot Numbered One Hundred Sixty-Five (165) and One Hundred Sixty-Six (166) in D.O.Witmer's Subdivision, 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.

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 real property at 2306 Meadow Avenue, consisting of:

Section 2. That the City of Joplin authorize placing $12,000, in escrow for the purchase of real property at 2306 Meadow Avenue. Payment will be made from account #130-4555-530-8665 Project TS0442.

Section 3. That the Director of Public Works is hereby authorized to accept this property 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. 2012-131 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: MAY 7, 2012

ITEM: COUNCIL BILL NO. 2012-503
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: Copy of Council Bill 2012-503; Bid Tabulation Form, Exhibit "A"-Banking Service Agreement, Exhibit "B"-Bank Bid, Exhibit "C"-Pledge Agreement

Department Head: Leslie Jones Date: 4-27-12
City Attorney: Brian Head Date: 4-30-12
City Manager: R Mark Rohr Date: 4-30-12

RECOMMENDED ACTION: APPROVAL ON COUNCIL BILL 2012-503 ON AN EMERGENCY BASIS.

BACKGROUND:

The Home Rule Charter appoints the Director of Finance to serve as city treasurer. As treasurer, the Finance Director is directed to deposit the City's funds in depositories as established by resolution of the City Council. The City Code sets forth certain requirements for banking institutions to be considered for the selection of the City's banking and depository services including: 1) the creditworthiness of the institution, and 2) the ability to provide pledged collateral at the rate of 106% of the market value of principal and accrued interest of all City funds deposited in excess of applicable FDIC insurance. The pledged collateral is required to be in compliance with the City's investment policy as approved by the City Council.

DISCUSSION:

The City's current banking and depository services are with UMB Bank. This contract expires on June 30, 2012. Requests for Proposals were mailed to all financial institutions located within the city limits of Joplin on March 21, 2012. On April 24, 2012, the City received written proposals in response to this request from Arvest Bank, Great Southern Bank, US Bank, and UMB Bank.

The Director of Finance compiled the bids into a bid tabulation. After analysis by the Finance Department, input was sought from the City's third party investment advisor to analyze the information included in the bids. Based on these evaluations, it is recommended that UMB Bank be awarded the bid for banking and depository services for a three-year period commencing July 1, 2012 with the option to extend this agreement for an additional year on the mutual consent of the parties.

As a part of the RFP, the City requested a bid for interest to be paid on the City's temporary idle funds. The interest rate quoted by UMB Bank was the Fed Funds rate less 4 basis points. All of the banks were analyzed based on both interest revenue and charges for services.

The recommendation is for the banking services to be awarded to UMB Bank.

RECOMMENDATION:

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2012-503 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for depository services by and between UMB Bank and the City of Joplin, Missouri, for UMB Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide banking and depository services; and,

WHEREAS, UMB Bank has submitted the best proposal for banking and depository services.

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

Section 1. That the City enter into an agreement with UMB Bank to provide banking and depository services in accordance with the proposal received April 24, 2012, for a period of three (3) years from July 1, 2012, with a fourth year upon mutual agreement of both parties, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

Section 2. That the City enter into a pledge and security agreement with UMB Bank wherein UMB Bank pledges suitable collateral in an amount exceeding applicable insurance provided by the FDIC, to ensure safekeeping of City funds in accordance with the proposal received April 24, 2012, a true and accurate copy of the same being attached hereto and incorporated herein as "Exhibit "C" be and the same is hereby approved.

Section 3. That the City Manager of the City of Joplin, Missouri is authorized and directed to execute said agreement for and on behalf of the City of Joplin, Missouri.

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

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

Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

CITY OF JOPLIN
BANK BID ANALYSIS
APRIL 25, 2012

	AVERAGE VOLUME	Arvest Bank (1)		Great Southern Bank (2)		US Bank (3)		UMB Bank (4)	
Checking Account Fees:									
A. Account maintenance fee, (monthly)	7	$ 9.00	$ 63.00	$ -	n/c	$ 4.00	$ 28.00	$ 7.00	$ 49.00
B. Deposits, per deposit	175	$ 0.17	$ 29.75	$ 0.10	$ 17.50	$ 0.10	$ 17.50	$ 0.10	$ 17.50
Deposited items	1,100	$ 0.10	$ 110.00	$ -	$ -	$ 0.10	$ 110.00	$ 0.08	$ 88.00
C. Wire transfers (in) per transfer	20	$ 10.00	$ 200.00	$ 15.00	$ 300.00	$ 5.05	$ 101.00	$ 10.00	$ 200.00
D. Wire transfers (out) per transfer	10	$ 8.00	$ 80.00	$ 20.00	$ 200.00	$ 0.05	$ 0.50	$ 7.10	$ 71.00
Monthly Fee	1	$ 10.00	$ 10.00			$ 62.00	$ 62.00		
E. Repetitive wire transfers	10	$ 8.00	$ 80.00	$ 7.50	$ 75.00	$ 3.00	$ 30.00	$ 7.00	$ 70.00
F. Access for wire transfers and account inquiry				$ -					
Prior day monthly maintenance	1					$ -	$ -	$ 45.00	$ 45.00
Prior day reporting per account	7					$ 20.00	$ 213.20	$ 5.00	$ 35.00
Current day information	7	$ -		$ -		$ 25.00	$ 209.40		
Current day reporting per account	5					$ -		$ 10.00	$ 50.00
Per account	2	$ -	$ -			$ 26.65	$ 53.30	$ 5.00	$ 10.00
Cash Manager Fee	1	$ 60.00	$ 60.00			$ -			
Image Access	1					$ -	$ -		
G. Returned items, per item	10	$ 5.00	$ 50.00	$ 5.00	$ 50.00	$ 1.50	$ 15.00	$ 3.00	$ 30.00
Redeposited returned items	5	$ -	$ -			$ -		$ -	$ -
H. Stop payment, per item	10	$ 10.00	$ 100.00	$ 35.00	$ 350.00	$ 5.00	$ 50.00	$ 5.00	$ 50.00
Monthly Fee	1	$ 10.00	$ 10.00			$ 20.00	$ 20.00		
I. Check processing, per check	1,400	$ 0.17	$ 238.00	$ 0.08	$ 112.00	$ 0.10	$ 140.00	$ 0.10	$ 140.00
J. Direct deposit charges (please itemize)									
Monthly maintenance	1	$ 10.00	$ 10.00			$ -	$ -	$ 10.00	$ 10.00
Per Item	750	$ 0.10	$ 75.00	$ 0.08	$ 60.00	$ 0.08	$ 60.00	$ 0.30	$ 225.00
Per input	2	$ -	$ -			$ 14.52	$ 29.04	$ 3.50	$ 7.00
K. Daily earnings rate on funds remaining in account at close of business day	12,000,000	0.20%	(2,000.00)	0.05%	(500.00)	0.00%	-	0.25%	(2,500.00)
L. Bankcard discount rate	60,000	0.75%	450.00	0.18%	$ 108.00	0.11%	$ 66.00	0.18%	$ 108.00
Bankcard discount rate	125	0.15	18.75	0.12	$ 15.00	$ -	$ -	0.08	$ 10.00
Transaction fee per item	1	10.00	10.00						
Monthly minimum									
M. Other bankcard related fees									
Per item authorization fee (Visa & Mastercard)	1,800	$ -	$ -						
Visa/MC - Card Swipe	60,000			1.45%					
Visa/MC - Non Qualified									
CPS Retail 2-Credit	60,000							$0	$ -
Application Fee	1	$50	$ 50.00						
Statement Fee	1	$20	$ 20.00	$ 507.50	$ 507.50	$0	$ -	$5	$ 5.00
Chargebacks	1			$ -	$ -	$0	$ -	$10	$ 10.00
Equipment									

CITY OF JOPLIN
BANK BID ANALYSIS
APRIL 25, 2012

		AVERAGE VOLUME	Arvest Bank (1)		Great Southern Bank (2)		US Bank (3)		UMB Bank (4)	
	Omni 3730LE or Hypercom T7Plus		$ 300.00				$ -		$595	
	Omni VX570 IP		$ -						$725	
	Synergy Merchant Card/Electronic Check Terminal						$ -		$725	
	VeriFone VX610 Wireless Terminal		$ -						$975	
	PIN pad - VeriFone 1000se						$ -		$125	
N.	Fee for printed monthly statement (if applicable)	10	-		-		-		-	$ -
O.	Fee for check imaging (please itemize)									
	Monthly CD-ROM	1	25.00	25.00	10.00	$ 10.00			15.00	$ 15.00
	Maintenance per account	6	$ 2.50	$ 15.00			$ 50.25	$ 301.50		
	Per Item	1,400	$ -	$ -			$ 0.02	$ 28.00	$ 0.04	$ 56.00
P.	Positive pay services									
	Monthly maintenance	1	$ 25.00	$ 25.00	$ 50.00	$ 50.00	$ 35.00	$ 35.00	$ 40.00	$ 40.00
	Additional monthly main for each add'l account	1	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 35.00	$ 35.00		
	Per item	1,400	$ -	$ -	$ -	$ -	$ 0.09	$ 126.00	$ 0.07	$ 98.00
	Daily File	2					$ 20.25	$ 40.50	$ 30.00	$ 60.00
Q.	Other charges									
	Checks paid	1,400	$ -	$ -						
	Safekeeping Services									
	Account maintenance	1	$ -	$ -					$ 5.00	$ -
	Safekeeping of assets/per receipt		$ -	$ -						
	Interest collection/disbursement for credit to acct		$ -	$ -					$ 1.50	$ -
	Interest								$ 5.00	$ -
	Paydowns									
	FDIC Insurance	10,500					$ 0.090	$ 945.00		$ 1,200.00
	Deposits/withdrawals-New York Physical, DTC, PTC	1	-	-						
	Deposits/withdrawals-Fed-Book Entry									
	Pledge or release of securities			$ -					$ 10.00	$ -
	Total			$ (260.50)		$ 1,365.00		$ 2,715.94		$ 199.50
							.35% EC	$ (2,715.94)		

(1) 0.20% 91-Day T-Bill rate with floor of .20%
(2) 1.50% 91-Day T-Bill rate with floor of .05%
(3) 0.35% Earnings Credit-Non-Interest Bearing Account
(4) 0.21% Federal Funds Target Rate less 4 Basis Points

*SMB declined to bid.
*Arvest does not meet the collateral requirement of 106% in our investment policy. They will collateralize 103%.
*US Bank does not meet the collateral requirement of 106% in our investment policy. They will collateralize 100%.

EXHIBIT A

AGREEMENT
FOR DEPOSITORY SERVICES

THIS AGREEMENT, by and between the **CITY OF JOPLIN**, Missouri, whose address is 602 South Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and UMB Bank, whose address is 1027 South Main Street Suite 340, Joplin, Missouri 64801 hereinafter referred to as the "Bank" is for professional banking services.

WHEREAS, the City desires to retain a federally insured Banking Association to provide general depository services.

WHEREAS, Requests for Proposals were issued; and

WHEREAS, the Bank has submitted a proposal and has been selected to provide the depository services.

NOW THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Bank agrees to perform all services in a professional and responsible manner and in accordance with this Agreement, the City's Request for Proposals incorporated herein by reference and attached hereto as Attachment "A", the Bank's Proposal dated April 24, 2012, incorporated herein by reference and attached hereto as Attachment "B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the strictest construction shall control.

ARTICLE II - SCOPE OF SERVICES

I. Demand Deposit Checking Accounts

A). GENERAL ACCOUNT - The Bank Depository will provide a single bank account to handle the City's daily banking operations. Funds will be deposited into this account on a regular basis both by City personnel and by incoming wire transfers. Disbursements from this account will be accomplished by check drafts issued by the City as well as outgoing wire transfers initiated by authorized City personnel and transfers made to the City's imprest payroll account and imprest accounts payable account.

B). RATE OF INTEREST - The Bank Depository will pay interest on the temporary idle funds in the general account at the Federal Funds Target Rate less 4 basis points. Interest will be calculated based on the daily ending ledger balance and be applied to each applicable account on a monthly basis. Such rates shall be in accordance with Bank's Response (Attachments "B").

C). IMPREST PAYROLL ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all City payroll disbursements to employees and remittances of payroll withholdings and deductions to the appropriate agencies. Sufficient amounts to cover checks or Automatic Clearing House (ACH) transactions presented for payment against the Payroll Account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

D). IMPREST ACCOUNTS PAYABLE ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all accounts payable disbursements to vendors. Sufficient amounts to cover checks presented for payment against the accounts payable account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

E). SUBSIDIARY ACCOUNTS - The Bank Depository will provide to the City the following additional demand deposit accounts required to be maintained separately from the City's general funds:

City of Joplin Worker's Compensation Claim Account
City of Joplin Flexible Benefits Reserve Account
City of Joplin Special Events Account
City of Joplin Drug Forfeiture Reserve Account
City of Joplin TIF EATS Account
City of Joplin TIF PILOTS Account

The Depository will also provide additional demand deposit accounts to the City as needed. All conditions and requirements applicable to existing subsidiary accounts will be applicable to any new accounts established during the term of the agreement. No accounts may be opened in the name of the City without the authorization of the Director of Finance or the City Manager.

The rate of interest to be paid on ledger balances in these accounts will be the same as is paid on balances in the City's General Account.

F). AVAILABILITY OF FUNDS - The Bank Depository will agree to provide the City with same day credit for all cash deposits and for incoming wire transfers, provided

II. Other Banking Services

A). DEPOSIT SLIPS - The Bank Depository will provide the City with pre-printed deposit slips at no charge.

B). WIRE TRANSFERS - The Bank Depository will permit and facilitate at no charge, direct wire transfers into and out of City accounts from and to various Federal and State agencies as well as from and to other businesses and organizations. Prompt completion and notification of wire transfers is expected.

C). SERVICE CHARGES - The Bank Depository will assess fees against City Accounts as identified on Attachment "B".

D). SAFETY DEPOSIT BOX - The Bank Depository will provide the City, at no cost, with a safety deposit box at a Joplin branch location (minimum dimensions 10" X 10" X 21").

E). LOCKING BANK DEPOSIT BAGS - The Bank Depository will furnish and replace, free of charge, locking and non-locking bank deposit bags as needed.

F). DIRECT DEPOSIT SERVICES - The Bank Depository must be able to provide direct deposit of employee payroll earnings using the Automated Clearing House system, with the information provided by the City to the Depository through either magnetic tape, floppy diskette, internet or internal modem transfer. The City maintains a bi-weekly payroll schedule with payday on every other Friday. Information will be transmitted to the Depository on the Wednesday preceding the Friday pay date. Employee earnings must be credited to their designated account(s) and available for their use by 8:00 a.m. on the appropriate Friday pay date. While the City does not require 100% participation in the direct deposit program, those employees choosing this method of payment must be allowed to make deposits into multiple accounts of their choice and be able to change the deposit location as frequently as City policy allows. (Note the City recognizes the normal schedule referenced above may have to be altered slightly due to holidays.)

G). NIGHT DEPOSITORY SERVICES - The Bank Depository will make available night depository services for evening and weekend events involving the collection of City funds, the location of which will be established by mutual agreement between the City and the Depository.

H). INSUFFICIENT FUNDS/RETURNED ITEMS - The Bank Depository will automatically redeposit any returned check into the City's General Account for which

notification is not required. Items returned a second time as insufficient drafts will be debited against the City's General Account and promptly returned to the City for further collection action.

I). INVESTMENT SERVICES - The Bank Depository will provide the City assistance in the purchase or sale of U.S. Government securities. The Bank Depository will also provide, upon request, information pertaining to interest rates and general market conditions to assist the City in their investment program. These services are requested as operational assistance and not to be held as investment advisory assistance.

J). BANK LIAISON - The Bank Depository will provide an officer of the institution to serve, without compensation, as a liaison to the City in regards to the depository and other financial services offered by the Depository. This officer will also be available for consultation with City personnel and outside auditors when needed in matters involving the depository agreement and the services provided.

K). BANK CARD SERVICES - The Bank Depository will assist the City with the processing of credit card transactions and debit card transactions in various locations throughout the City. The City will pay all reasonable charges for installation, maintenance and consulting. A separate merchant number should identify each location.

ARTICLE III - AGREEMENT TIME

Performance hereunder will commence at 12:01 A.M. on July 1, 2012, and continue to and until 12:00 P.M., on June 30, 2015.

This Agreement may, at the option of the City, be extended for an additional term of one (1) year, upon the same terms and conditions. If City desires to extend this Agreement, it shall provide at least ninety (90) days' written notice.

City shall have the right to terminate this Agreement upon seven (7) days' prior written notice by Certified mail, return receipt requested, to the address mentioned above for breach of any of the terms and conditions of this Agreement. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Bank shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or

equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Bank shall prosecute the work in a diligent manner.

3. This Agreement shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bank, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Bank shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

ARTICLE V - RESPONSIBILITIES

The Bank shall:

a) Maintain its corporate office, or a full-service branch within the City limits of Joplin, Missouri;

b) Maintain its charter issued by the Federal Government and/or the State of Missouri;

c) Maintain Federal Deposit insurance;

d) Maintain a loan to deposit ratio of at least sixty percent (60%) in the Joplin Metropolitan Area; comply with the Federal Community Reinvestment Act; and support economic development activities and civic causes which demonstrate a commitment to the Joplin community, such as participation in Chamber of Commerce, Joplin Industrial Development Corporation and Joplin Industrial Development Authority and other City or Chamber sponsored economic development activities.

The City shall:

a) Cooperate with Bank's reasonable requests for assistance, and make available, a designated liaison to Bank; i.e., the Director of Finance or his designee.

b) Consider suggestions from Bank to streamline or improve procedures.

ARTICLE VI - ADOPTION OF REQUEST FOR PROPOSAL AND PROPOSAL AND ADDENDUM

The City and Bank acknowledge and agree that this Agreement is awarded based upon information submitted in Bank's Proposal and Addendum prepared in response to City's Request for Proposal. All services performed shall be in accordance with the Agreement documents as defined in Articles I and II above.

ARTICLE VII - INDEMNIFICATION

The Bank covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, and to indemnify the City for any loss or damage, arising out of Bank's gross negligence or willful misconduct in the performance of services under this Agreement.

ARTICLE VIII - STATUS OF THE BANK

The Bank shall be and shall remain an independent Contractor with respect to all services performed hereunder and agrees to and does accept full and exclusive responsibility for the provision of the services in accordance with this Agreement.

ARTICLE IX - AGREEMENT

This Agreement and the attached Agreement Documents contain the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

If the City chooses to utilize a nightly repurchase sweep according to the terms, rate, and conditions submitted within the Bank's proposal, a Master Repurchase Agreement must be signed by the appropriate individuals for the City at such time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in three (3) counterparts, each of which shall be deemed an original on this _____ day of _____, 2012.

FOR THE BANK

BY: _____
TITLE: _____

ATTEST:

BY: _____
Secretary

FOR THE CITY

BY: _____
R. Mark Rohr, City Manager

ATTEST:

BY: _____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

BY: _____
Brian W. Head, City Attorney

EXHIBIT "B"

Required Banking Services

Each proposer shall submit a comprehensive list of service prices by completing the service cost section (Exhibit A) of the RFP. This list will be considered all inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules, interest rates and the applicability of optional services. The following categories are the basic package of required banking services:

Bank Accounts

7.1.1 Main Operating Account: The banking institution will furnish the city with a main operating account. Deposits are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through accounts payable checks, payroll checks, ACHs and a small number of wire transfers. The City of Joplin currently issues approximately 1,000 accounts payable checks per month and 400 payroll checks, with the remaining payroll issued through direct deposit. The average number of deposits per month is 175. Accounts payable and payroll checks should be charged against two separate zero-balance checking accounts and cleared against the main operating account. Supplying of imprinted checks is a City responsibility; it is not required of the banking institution, unless the bank chooses to offer that service.

Agreed.

7.1.2 Special Events: The banking institution will furnish the city with a checking account into which deposits will be made for special events conducted at Memorial Hall. Deposits are made in checks, currency, and credit card. Disbursements from this account are minimal, averaging less than 10 per month. The average number of deposits is 4 per month. This is an interest bearing account.

Agreed.

7.1.3 Worker's Compensation: The City of Joplin issues approximately 60 workers compensation checks per month. Deposits are made bi-weekly. This is an interest bearing account.

Agreed.

7.1.4 Drug Forfeiture: This account is federally mandated. Disbursements from this account are minimal, averaging less than 10 per month. The average number of deposits is 4 per month. This is an interest bearing account.

Agreed.

7.1.5 TIF EATS: The City of Joplin issues approximately 25 TIF EATS checks per month. The average number of deposits is 25 per month. This is an interest bearing account.

Agreed.

7.1.6 TIF PILOTS: The City of Joplin issues approximately 5 TIF PILOTS checks per year. The average number of deposits is 5 per year. This is an interest bearing account.

Agreed.

7.1.7 Additional Accounts as Needed: The banking institution will provide the City with additional low volume special purpose checking accounts as the need arises. Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts.

Agreed.

Banking Services

7.2.1 Electronic Funds Transfer: The Finance Department currently initiates wire transfers via the internet. This proposal is for internet access that would allow the Finance Department to initiate outgoing transfers and receive data on incoming and outgoing wire transfers.

The City has approximately 10 to 25 incoming and 3 to 10 outgoing wire transfers per month. The banking institution will provide for instant wire transfer of funds to any bank using the internet and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses. Incoming wires shall be posted to the City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of the RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

Agreed. Wire transfers can be initiated online via UMB Web Exchange. As long as funds are available, wire transfers can be initiated and sent same day if placed before 4:00 PM, Central Standard Time. Incoming wires will credit the account immediately upon arrival, assuming all information is correct. Information regarding incoming wire transfers can be viewed same day by using Web Exchange Current Day Reporting, and will be included on the monthly statement. We have enclosed our Wire Transfer Operating Procedures and Terms and Conditions in Section 6 of this RFP.

7.2.2 Account Maintenance

7.2.2.1 Deposits accepted and/or received by 2:00 p.m., will be credited to the account on that same day.

Agreed. Deposits made by 5:30 P.M., at either UMB Joplin location, will receive same day credit.

7.2.2.2 Monthly Statements showing the overall activity of the City's accounts will be provided. These reports shall include a monthly detailed analysis of the banking institution's cost of operating the City's accounts. All canceled checks will be returned in numerical order or on disk. The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

Agreed. UMB will mail monthly bank statements on all accounts. Bank statements and analysis statements will also be available for online viewing and printing via UMB Web Exchange. Cancelled checks will be provided via CD-Rom. Examples of bank and analysis statements have been included in Section 4 on pages 26 and 27 respectively.

7.2.2.3 Specific Contacts will be identified in both the branch and main office that are available during normal working hours to answer questions. These personnel shall be familiar with the City's accounts and the Banking Services Contract.

Agreed. Primary contacts for banking and treasury needs are listed below:

Janie Robbins, Branch Manager
(417)-621-6041
Janie.Robbins@umb.com

Nate Bibens, Treasury Management Representative
(417)-885-3757
Nate.Bibens@umb.com

Heather Boyster-Jones, Treasury Management Advisor
(417)-885-3747
Heather.Boyster-Jones@umb.com

7.2.2.4 Insufficient Fund returned checks will be automatically presented for collection a second time.

Agreed.

7.2.2.5 Depository Credit/Debit Card Transactions: The City currently accepts MasterCard, VISA, Discover and American Express credit cards as a means for payment at the following locations: Public Works, Finance, Memorial Hall, Parks Recreation, Athletic Complex, Municipal Court, and the Golf Course. A separate merchant number is needed for each location. Additional locations could be added in the future. Also, the City would like to add the ability to collect payments via Debit cards, allowing customers to input PIN numbers. The current credit card machines do not have that feature.

Agreed. UMB partners with Elavon to offer Merchant Card Services. Please see Section 3 for their response.

7.2.2.6 Direct Deposit of Payroll Checks is currently a benefit to employees. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds should be available to employees at their respective banks at the time of opening on the date of payment. The City of Joplin is on a bi-weekly payroll schedule (26 pay periods per year).

Agreed. UMB offers direct deposit of payroll via ACH Origination, which is processed through the UMB Web Exchange platform. According to NACHA regulation, all ACH payroll transactions must be originated two business days prior to the effective date of payment. This ensures that funds will be available to the employee at time of bank opening on the date of payment. We have enclosed Standard ACH Operating Procedures and Terms and Conditions in Section 7 of this RFP.

7.2.2.7 On-line Banking Services including:

7.2.2.7.1 Positive Pay Services

Agreed. UMB has the capability to provide Positive Pay services, including Payee Positive Pay. We have enclosed our Positive Pay Terms and Conditions, our preferred Issue File Format, and our Check Guidelines in Section 8 of this RFP.

7.2.2.7.2 On-line Stop Payment Services

Agreed. Stop Payment requests can be made via UMB Web Exchange.

7.2.2.7.3 Imaging

Agreed. Check images can be viewed by clicking on links within Web Exchange reports. The City can also perform an inquiry within Web Exchange to search for a specific check image.

7.2.2.7.4 On-line reporting for banking transactions

Agreed. A variety of reporting options are available through UMB Web Exchange, including multiple prior day and current day report formats. Web Exchange offers many customizable features to allow quick access to frequently used reports. We have enclosed more information on our Web Exchange platform (see Section 5), as well as examples of current day and prior day reports (see pages 28-30).

7.2.2.7.5 On-line Wire Transfers & Account Transfers

Agreed. The UMB Web Exchange platform allows for the processing of Wire Transfers and internal account to account transfers.

Compensation
Each month the bank will be compensated for the services provided. The following procedures will be followed:

7.3.1 The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided. All fees will be deducted from the general account.

Agreed.

7.3.2 The bank will calculate interest earnings and deposit them into the general account and each of the special purpose checking accounts monthly.

Agreed.

7.3.3 The charges calculated in this section shall be the sole compensation to the bank for account services provided.

Agreed. Any additional services not priced in this proposal, but utilized by the City at a future date will be charged according to UMB Bank's standard pricing, unless otherwise negotiated.

7.3.4 The bank agrees to abide by the service charges submitted in its proposal for a period of three (3) years and one additional year by agreement of both parties.

Agreed. Any additional services not priced in this proposal, but utilized by the City at a future date will be charged according to UMB Bank's standard pricing, unless otherwise negotiated.

Optional Banking Services
In addition to the basic services described the City requests proposals for optional services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.4.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

UMB's Repurchase Sweep would provide the City the opportunity to earn competitive market rates on excess funds that might otherwise remain idle in a checking account. The automated service would move excess balances from a checking account to purchase securities overnight. The securities would then be repurchased the next morning when the balance and earned interest were swept back into the checking account. The City would gain investment earnings without sacrificing liquidity.

UMB commercial bankers would work with the City to establish a target balance to remain in the designated account each day. As long as funds of $25,000 over the target balance are available, the excess funds would be swept into the overnight investment. The funds and the interest earned would then be swept back in the next morning, providing the City daily access to funds during normal business hours.

7.4.2 Other Optional Services as identified by the proposing bank.

ACH Block & Filter
UMB Bank places great value on safeguarding the City's bank accounts and banking information. To that end, it is important to protect your account from unauthorized electronic transactions. Per the National Automated Clearing House Association (NACHA) rules, commercial ACH Transactions must be returned within 24 hours of posting. To ensure unauthorized ACH transactions are returned appropriately, UMB can offer innovative ACH Block and Filter services to protect the City's funds. These products would allow the City to reject all ACH items on accounts that should have no electronic activity or set filters to alert the City of potentially fraudulent ACH transactions. More information about UMB's ACH Block and Filter products is included in Section 9 of this RFP.

Payee Positive Pay
UMB Bank can go beyond basic Positive Pay services that only compare amounts and check numbers. UMB also offers Payee Positive Pay services for an additional level of security. By matching check numbers, amounts, and payees, Payee Positive Pay would protect the City even more effectively. This additional security is also a great value; the only additional cost to the City would be a charge of a $0.015 per exception item.

Remote Deposit

UMB can offer Remote Deposit service to provide the City with the ability to make check deposits from the convenience of its own office location. This product enhances the processing of checks for electronic deposit to UMB Bank utilizing a bank-approved, remote capture system. The system consists of an image scanning device(s) installed at the City's location(s) integrated with check imaging software applications and is scalable based on the City's check volume. Remote Deposit could add value by giving the City improved control over the deposit process, reducing or eliminating courier services and transportation costs, and granting online image and data access of deposits and deposited items. More information about Remote Deposit is included in Section 10 of this RFP.

Purchasing Card

UMB Bank has been an industry leader in Purchasing Card programs since 1995, and has extensive and valuable experience in providing customized card programs to numerous government and commercial entities. UMB can provide custom card issuance, billing, transaction authorization and posting, spending level cardholder control, and reporting services. By utilizing a Purchasing Card program, the City could simplify purchasing, reduce costs, and benefit from the UMB rewards program. More information about UMB Purchasing Cards is included in Section 11 of this RFP.

9. Due to the devastating EF-5 tornado that struck Joplin on May 22, 2011, the City has carried a higher average daily balance by letting investments mature to ensure sufficient cash flow during this recovery time period. It is anticipated that the average daily balance could be between $30 and $40 million until such time as the City repairs and replaces facilities damaged by the tornado.

   At UMB, we want to continue to be an advocate for the City in every way we can. We understand the City's need to keep liquid funds readily available throughout the tornado recovery period, and we understand account balances might fluctuate as the recovery process continues, and ultimately comes to an end. We would like to stay in close contact by meeting with the City as changes occur to suggest the most beneficial account structures.

10. Currently, Missouri-American Water Company does the wastewater and trash billing for the City of Joplin. However, they have notified all of the customers that they will no longer be offering this service and will cease this billing service in December of 2012. It is anticipated that the City of Joplin will bring this function in-house. This will increase the daily deposits, credit card transactions and will necessitate the ability for citizens to make utility bill payments on-line. The bidder should factor this major change into the proposal.

    UMB Bank is prepared to offer the City the banking services it needs as circumstances change. UMB has the capability to not only facilitate the changes in wastewater and trash billing, but to help the City do so efficiently. If the City brings the billing service in-house, we would suggest utilizing our Lockbox services. UMB operates a very impressive lockbox operation that makes receivables processing highly efficient and cost effective. We provide lockbox services to multiple utility operations as well as city and county governments throughout our footprint. When the time comes, we would like to extend an offer to the City to take a tour of our state of the art lockbox facility in Kansas City, Missouri. Along with lockbox services, UMB offers Online Payment Solutions to facilitate customer payments made through the internet. We will work closely with the City to ensure a smooth and timely transition in the event that the City brings the wastewater and trash billing service in-house. We have provided further information about our Lockbox and Online Payment Services in Section 12 of this RFP.

EXHIBIT A: PROPOSAL - BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the three-year period beginning July 1, 2012, as per specifications and exhibits attached.

1. Bank Services to be provided:

    a. Demand deposit checking account services
    b. Additional checking accounts as specified in this Request for Proposal
    c. Electronic fund transfer notification and on-line banking
    d. Account reporting, maintenance, and service
    e. Credit/Debit card services
    f. Other services as specified in this Request for Proposal

2. Charges for Services

    Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

3. Contact

    Who may we contact at your financial institution regarding this proposal?

Nate Bibens	Treasury Management Representative
Name	Title
1150 E Battlefield, Springfield, MO	417-885-3757
Office Address	Phone

Monthly Checking Account Fees: (Please state your fees for the following services)

A. Account maintenance fee, (monthly)	**$7.00**
B. Deposits, per deposit (175)	**$0.10**
C. Wire transfers (in) per transfer (20)	**$10.00**
D. Wire transfers (out) per transfer (10)	**$7.00**
E. Repetitive wire transfers (10)	**$7.00**
F. Access for wire transfers and account inquiry	**Itemized below**

Online Wire Access	**$0.00**
UMB Web Exchange (Account Inquiry)	**$45.00/Month**
Prior Day Reporting(Per Account)	**$5.00/Month**
Current Day Reporting(Per Account)	**$10.00/Month**
Current Day Detail(Per item)	**$0.12**

G. Returned items, per item (10)	**$3.00**
H. Stop payment, per item (10)	**$5.00 via web**
I. Check processing, per item (1,400)	**$0.10**
J. Direct deposit charges (please itemize) (750)	**Itemized below**

ACH Monthly Maintenance	**$10.00**
Per File	**$3.50**
Per Credit Originated	**$0.14**

K. Daily earnings rate on funds remaining in account at close of business day	**See #4, Interest Payment Section Below**
L. Bankcard discount rate	**See Page 23**
M. Other bankcard related fees	**See Page 23**
N. Fee for printed monthly statement (if applicable)	**$0.00**
O. Fee for check imaging (please itemize)	**Itemized below**

CD-Rom	**$15.00**
Per Item	**$0.04**

P. Positive Pay Services (please itemize) **Itemized below**

Monthly Maintenance	**$40.00**
Per Item	**$0.07**
Per Exception Item	**$0.75**
Monthly File Transmission (Paid File & Images)	**$30.00**

Q. Other charges (list and describe) **Listed below**

Zero Balance Account Monthly Maintenance	**$5.00**
Electronic Debits	**$0.16**
Electronic Deposits	**$0.10**
Deposited Items	**$0.08**
FDIC Assessment	**0.12% of Ledger Balance**

4. Interest payment on account balances (describe the formula proposed to calculate interest for collected fund balances).

UMB can provide Public Fund NOW accounts that earn interest, accounts that utilize a nightly repurchase sweep, or non-interest bearing accounts that earn an Earnings Credit Allowance which is based on the Collected Balance and an Earnings Credit Rate (ECR). The Earnings Credit Allowance total would be an offset towards account analysis fees, up to the full amount of fees. UMB can also offer hybrid accounts that utilize ECR and interest. UMB offers the following rates:

NOW Accounts:	**Federal Funds Target Rate less 4 basis points**
Nightly Repurchase Sweep:	**Federal Funds Target Rate less 16 basis points**
Earnings Credit Rate:	**Federal Funds Target Rate**

Below is an example of how UMB calculates interest or earnings credit:

Assumptions	
Average Ledger Balance	$250,000
Deposit Float	$30,000
Reserve Requirement	10%
Interest Rate	0.25%
Days in Month	30
Calculation	
Average Collected Balance	$220,000
Less Reserve Requirement	$22,000
Balance Available for Earnings	$198,00

=$198,000 x (.0025 x (30/365)) = $220,000 x .0002055 = $40.69

5. Wire transfers (describe security procedures).

   UMB Bank requires two individuals with PIN's to complete all wire transfers. The City will predetermine which individuals may initiate and/or confirm wires. The City will also predetermine dollar thresholds for all user's initiate/confirm capabilities.

6. Safekeeping Services (describe fee structure and procedures).

   UMB Bank is a self-clearing safekeeping agent with all the major depositories: Federal Reserve, DTC, PTC, etc... We can offer the City any number of safekeeping accounts needed to hold securities. We will settle all trades buys/sales on a DVP basis and hold those instruments in an account titled to the City. Same day funds will be available for all transactions. A charge of $50.00 for same day settlement or $25.00 for next day settlement will be assessed on each transaction initiated through a third party (non-UMB trades). Any trade executed through UMB Bank is free of any delivery charge.

   All accounts opened will be separate not allowing any co-mingling of funds between the investment programs.

   Safekeeping Information - Computer access to custody information is available on the Internet via UMB Bank's Internet Safekeeping product. A listing of all securities held by the City is available on this site. Each sub-custodial account will also be listed here for the City to view the securities being pledged as collateral for certificates of deposit by other financial institutions. Access to this information is restricted by login ID's and passwords unique to authorized individuals.

Receipts (per receipt / month)	**$5.00 / receipt/ month**
Principal and Interest	
Interest	**$1.50**
Pay downs	**$5.00 / pay down / month**
Pledges / Releases	**$10.00**

Clearance Services*
(Transactions through other brokers/dealers)

Received or Delivered Versus Payment—Same Day	**$50.00**
Received or Delivered Versus Payment—Prior Day Notice	**$25.00**
Information Input Using Internet Prior to Settlement Date	**$15.00**

*Clearance fees do not apply to securities purchased through UMB

EXHIBIT A-1: PROPOSAL - OPTIONAL BANKING SERVICES FEE

Automatic Overnight Investments (percent of earnings)

As quoted in the Interest Payment section, UMB will offer an earnings rate on Overnight Investment accounts of the Federal Funds Target Rate less 16 basis points. An advantage of utilizing a repurchase sweep is the City would not be assessed an FDIC fee on the ledger balance of the account. Depending upon the balances the city might expect to carry, a repurchase account might be more beneficial at some times more than others. UMB will work with the city to determine the most beneficial structure for the City as its balances change.

ATM's at certain city locations:

329 S. Range Line Rd

1850 S. Maiden Lane

2106 S. Maiden Lane

Any Other Optional Services:

Nightly Repurchase Sweep (Monthly maintenance)	$125.00
ACH Block (Monthly maintenance per account)	$25.00
ACH Filter (Monthly maintenance per account)	$25.00
Remote Deposit (Monthly maintenance per account)	$35.00
Remote Deposit (Per deposited item)	$0.07
Purchasing Card*	
Lockbox Services*	
Online Payment Solutions*	

*These services are highly customizable and require a complete and thorough understanding of anticipated volumes and structures to provide an accurate quote. If the City chooses to utilize any or all of these suggested services, UMB will work very diligently to understand the full scope of the City's need, and offer the services at an appropriate and agreed upon price.

EXHIBIT "C"

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20___, by and between UMB Bank, n.a., ("Pledgor") and _____, a _____ ("Pledgee") to induce Pledgee to deposit public funds with Pledgor from time to time in such amounts, for such times and upon such terms as Pledgee and Pledgor may agree ("Deposits").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Pledgee agree:

I. DEFINITIONS. All terms used but not defined herein shall have the meanings ascribed thereto in Operating Circular No. 7, Appendix C ("Operating Circular No. 7") of the Federal Reserve Bank of Kansas City ("FRBKC")

II. TRANSFER AND PLEDGE OF SECURITIES. As collateral security for the payment of any and all Deposits that are, in the aggregate, in an amount that is in excess of the applicable limitation on deposit insurance coverage applicable for depositors of the same type as Pledgee announced from time to time by the Federal Deposit Insurance Corporation[1] now or hereafter made by Pledgee with Pledgor and all renewals thereof (collectively, "Liabilities"), Pledgor hereby pledges to Pledgee and grants Pledgee a security interest in securities pledged to Pledgee, held in a Restricted Securities Account at FRBKC and evidenced by the FRBKC Statement of Holdings.

III. THE RESTRICTED SECURITIES ACCOUNT.

1. Pledgor and Pledgee agree and acknowledge that the Book-Entry Securities pledged hereunder will be maintained by the FRBKC in a Restricted Securities Account for the benefit of Pledgee in accordance with the terms and conditions of Operating Circular No. 7.

2. As outlined in Operating Circular 7, FRBKC will send a confirmation ("Confirmation") to Pledgee and Pledgor for each Collateral Transaction related to the Restricted Securities Account established hereunder, evidencing the Book-Entry Securities pledged hereunder.

3. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree that each Book-Entry Security held in the Restricted Securities Account established hereunder may be the subject of a Collateral Transaction from time to time as Pledgor requests and Pledgee authorizes as outlined in Operating Circular No 7.

4. FRBKC may be required to transfer or deliver the security to Pledgee or to any other entity pursuant to any statute or regulation applicable to securities pledged for public deposits. FRBKC is authorized and directed to comply with all requirements of any applicable statute or regulation related to the securities. FRBKC shall thereafter be released and discharged from any further liability or duty whatsoever with respect to such securities.

5. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree that as long as FRBKC has not received written notice from Pledgee certifying that Pledgor is in default of its obligations under this Agreement, Pledgor shall be entitled to receive all principal payments, interest and other income on the Book-Entry Securities held in the Restricted Securities Account established hereunder (including, without limitation, any such securities received by FRBKC as a substitute for, proceeds of, or otherwise with respect to, any securities held in such Restricted Securities Account) and FRBKC is hereby authorized and directed to pay over, deliver or transfer same to Pledgor (or any entity or account designated by Pledgor).

6. Notwithstanding any provision of Operating Circular No. 7 to the contrary, Pledgor and Pledgee agree Pledgor shall have the right to substitute for one or more designated Book-Entry Securities then held in the Restricted Securities Account established hereunder, other Book-Entry Securities of at least equal par value.

IV. REPRESENTATIONS, WARRANTIES AND COVENANTS.

1. Pledgor's Representations, Warranties and Covenants. Pledgor hereby represents, warrants and covenants to Pledgee:

a. the execution and performance of this Agreement and the pledge, lien and security interest granted herein was approved by Pledgor's Board of Directors and/or Loan Committee and such approval is reflected in the minutes thereof;

b. a copy of this Agreement (including each Confirmation issued by FRBKC hereunder from time to time) shall be continuously maintained as an official record of Pledgor;

c. the execution, delivery and performance of this Agreement and the transactions contemplated hereunder will not violate any law, charter, by-law, rule or court order applicable to it or any agreement by which it is bound or by

---

1 The standard maximum deposit insurance amount currently established by the FDIC is $250,000 per depositor per insured bank for each account ownership category. See 12 C.F.R. Section 330.1(n). In addition, until December 31, 2012, non-interest bearing transaction accounts are fully insured, even if they are above the standard maximum deposit insurance amount. See 12 C.F.R. Section 330.16(a).

which its assets are affected;

d. it will provide any information and execute such documents as FRBKC may require to establish the Restricted Securities Account contemplated hereunder and/or evidence the agreements of the parties related thereto set forth in this Agreement; and

e. the market value of the Book-Entry Securities pledged hereunder shall at all times equal _____ percent (_____%) of the Liabilities or such other ratio as Pledgor and Pledgee may from time to time agree in writing.

2. Pledgee's Representations, Warranties and Covenants. Pledgee hereby represents, warrants and covenants to Pledgor:

a. it is a state or local government or a unit thereof;

b. it is duly authorized to execute and deliver this Agreement, to perform its obligations hereunder; and to deposit funds and monies with Pledgor;

c. the execution, delivery and performance of this Agreement and the transactions contemplated hereunder will not violate any law, charter, by-law, rule or court order applicable to it or any agreement by which it is bound or by which its assets are affected; and

d. it will provide any information and execute such documents as FRBKC may require to establish the Restricted Securities Account contemplated hereunder and/or evidence the agreements of the parties related thereto set forth in Article III of this Agreement, including expressly but not limited to any documentation, notification or authorization required by FRBKC to effect the release or substitution or Book-Entry Securities pledged hereunder and/or the termination of this Agreement.

e. if a collateral transaction requested by Pledgor results in pledged securities adequately collateralizing current Pledgee deposits, Pledgee agrees to promptly authorize FRBKC to release the excess collateral as requested by Pledgor.

V. DEFAULT. Pledgor will be in default of its obligations under this Agreement upon its failure to perform its obligations hereunder or its failure to pay the Liabilities when due according to the terms and conditions of any agreement between Pledgor and Pledgee governing any of such Liabilities. Upon Pledgor's default hereunder, Pledgee shall have all rights of a secured party granted under the Uniform Commercial Code then in effect in the state in which Pledgee is located.

VI. TERMINATION. The Pledgee or Pledgor may terminate this Agreement and close any Restricted Securities Account established at FRBKC with 30 calendar days advance written notice of the termination to the other party and the FRBKC.

VII. MISCELLANEOUS.

1. Governing Law. This Agreement shall be governed by and construed under the laws of the State under which Pledgee is organized except to the extent that such laws are preempted by federal law.

2. Counterparts. This Agreement may be executed in counterparts.

3. Assignment. This Agreement is neither assignable nor transferable.

4. Third Party Beneficiary. FRBKC shall be entitled, as a third party beneficiary, to all benefits and rights accruing to or applicable to it under this Agreement, and shall not be obligated or incur any duty or obligation hereunder to any person whomsoever. There is no requirement that the Agreement be acknowledged or accepted by FRBKC before delivery, transfer or designation of any Book-Entry Securities as collateral hereunder.

5. Notices. All notices, Confirmations and other documents and notices required or authorized herein may (as permitted) be delivered, sent electronically, or mailed to the parties hereto at the respective addresses set forth above or below.

UMB Bank, n.a. ("Pledgor")
P.O. Box 419226
Kansas City, MO 64141-6226

("Pledgee")

By: _____
Signature

_____
Name

_____
Title

By: _____
Signature

_____
Name

_____
Title

Federal Reserve Bank
Joint Custody Service via FedMail®
Request Form

FRBservices.org

PLEASE TYPE FORM, PRINT, & SUBMIT (handwritten forms may delay processing)

Internal FR
(Upon receipt by the Federal Reserve Bank)

Federal Reserve Bank Use Only
Due Diligence Verified:_____
Initials:_____
Date:_____

Use of the FedMail® access solution is governed by Federal Reserve Bank Operating Circular 5, Electronic Access ("OC 5"). Depending on the services you choose to access using FedMail, additional Operating Circulars (available at FRBservices.org) may govern. Submission of this form constitutes acceptance of the terms and conditions of OC 5 and other applicable Operating Circulars and agreements. The Federal Reserve Banks have no obligation to verify the accuracy of the information you provide below and have the right to rely on such information in connection with the provision of FedMail access to the services you are requesting. Except to the extent prohibited by law or regulation, you agree to indemnify, hold harmless and defend the Federal Reserve Banks against any claim, loss, liability, or expense made against or incurred by the Federal Reserve Banks in connection with their reliance on the information provided below.

Section 1 – General

*** Required Fields**

State or Local Government Institution Name *		
Telephone *	*Phone*	*Extension*
Joint Custody Account Number(s) *	*Provide the 4-digit alpha-numeric account number(s) below that are listed as "Institution ID" on your statement. This form may be used for multiple account numbers being delivered to the same addresses, with a maximum of four account numbers.*	
Account #1		
Account #2		
Account #3		
Account #4		

Section 2 – Service Profile

Instructions

1. Use this section to "Add" or "Delete" services or delivery addresses.
2. For email delivery, please provide more than one email address.
3. Complete an additional form to sign up more than three delivery addresses for a service.
4. To change a delivery address, "Delete" the current delivery address and "Add" the new delivery address.
5. Delete all recipients by marking "**All**" in the delete column.
6. **If updates are required to your current Joint Custody pledgee agreement, please call 800-327-0147 and select option 4.**

Joint Custody Service (JCCR)

Add	Delete ☐ All	Email	Fax	Email Address or Fax Number
☐	☐	☐	☐	
☐	☐	☐	☐	
☐	☐	☐	☐	

Federal Reserve Bank Joint Custody Service via FedMail® Request Form

Section 3 – Service Description

Service	Description
Joint Custody Service (JCCR)	Provides the ability to receive **Joint Custody Daily Activity Statements** and monthly **Securities Holdings Reports** electronically. The email is sent in text format; the statements and reports are sent as attachments, which may be viewed with a text editor, spreadsheet or word processing software.

Section 4 – Authorized Approval

Name *	*First*	*Middle Initial*	*Last*
Signature * *The person signing this form must be listed on your current pledgee agreement on file with the Federal Reserve Bank as authorized to act for your account.*			
Date *			
Telephone *	*Phone*		*Extension*

Please submit this form to the Customer Contact Center at:

Email: ccc.coordinators@kc.frb.org

Fax: 800-660-7856

Mail:
Customer Contact Center
Federal Reserve Bank of Kansas City
P.O. Box 219416
Kansas City, MO 64121-9416

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Pledgee Agreement Form

To: Federal Reserve Bank of Boston
600 Atlantic Avenue
Boston, MA 02210
Attn: Wholesale Operations/Joint Custody

Tel: 800-327-0147, Option #4
Fax: 877-973-8972

Date:_____

We, the _____ agree to the terms of **Appendix C** of your ***Operating Circular 7***, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated _____. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☒ NO (Instructions required for each withdrawal) ☐ YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See ***Operating Circular 7, Appendix C, Section 4.3.)***

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☒ Three-party call-back ☐ Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____ Print Name: _____ Title: _____

Fax: _____ Signature: _____ Date: _____

Telephone: _____ Print Name: _____ Title: _____

Fax: _____ Signature: _____ Date: _____

Telephone: _____ Print Name: _____ Title: _____

Fax: _____ Signature: _____ Date: _____

Pledgee Agreement

Telephone: _____ Print Name: _____ Title: _____

Fax: _____ Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

_____
Name of governmental unit

_____
Street Address or P.O Box Number

_____
City, State, Zip Code

_____
Official Signature/ **Date**

_____
Printed Name and Title

Notary

State of _____

County of _____

On this _____ day of _____, 20_ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

_____
(Signature of Notary)

_____
(Print name of Notary)

My commission expires on _____ [Date]

REV 01/2006

GOVERNMENT BANKING
TREASURY MANAGEMENT
COVER SHEET

Organization Name City of Joplin Missouri

Contact Person: Leslie Jones **Phone:** 417-624-0820 Ext. 251

Address: 602 S. Main St. **City/State/Zip:** Joplin, MO 64801

eMail: LJones@joplinmo.org

Relationship Manager: Eric Reisinger

Treasury Management Officer Nate Bibens

INDEX AND INTEREST RATE TO BE PAID:
Public Fund NOW Accounts: Fed Funds Target Rate Less 4 Basis Points
Repurchase Sweep Accounts: Fed Funds Target Rate Less 16 Basis Points
Earning Credit Rate: **Fed Funds Target Rate**

Repo Sweep Account Not Currently utilizing a Nightly Repo

DDA Account 9871420957, 9871420825, 9871421066, 9871651274, 9871651282, 9871651290, 9871420949, 9871651266

Type of collateral to be used: United States Treasuries, GNMA (Government National Mortgage Association), U.S. Government Agency or U.S. Government Sponsored Entities as set forth in Section 2-228 of the City's Investment Policy. No CMO's

% of Collateral Required: 106%

Date Contract to Begin: July 1, 2012

Contract Expiration Date: July 12, 2015 (Unless 1 year renewal option is exercised)

Prospect/Client Signature Date

UMB Funds Management Approval

UMB Relationship Manager

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 7, 2012

ITEM: COUNCIL BILL NO. 2012-504
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Jones	**Date:** 4-27-12
City Attorney: Brian Head	**Date:** 4-30-12
City Manager: Mark Rohr	**Date:** 4-30-12

INTRODUCTION:
This Council Bill amends the adopted 2010-2011 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. The City has incurred certain expenditures related to property repairs, fuel costs, and cleanup costs as a result of the devastating EF-5 tornado that struck our community on May 22, 2011.

This budget amendment increases expenditures by $2,720,000.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-504 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2010-2011 as adopted by Ordinance 2010-163 on October 18, 2010, to adjust appropriations and estimated revenue in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2010-163 on October 18, 2010, which estimated revenues and appropriated funds for the fiscal year 2010-2011, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2010-2011 budgeted appropriations as adopted by Ordinance 2010-163 be amended by increasing appropriations by the total amount of Two Million Seven Hundred Twenty Thousand Dollars and No Cents ($2,720,000.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations and estimated revenues.

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

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

_____
Melodee Colbert-Kean, Mayor

COUNCIL BILL NO. 2012-504

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2010-2011 ADOPTED BUDGET
07-May-12

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Human Resources	001-1202-500-5015	Legal Fees			15,000
	Human Resources	001-1202-500-7015	Advertising			10,000
	Human Resources	001-1204-500-1725	Employee Physicals			10,000
	Human Resources	001-1204-500-1750	Pre-Employment Testing			10,000
	City Facilities Maintenance	001-4502-520-3005	Electric Charges			33,000
	Building Regulations	001-4503-520-3115	Fuel, Oil, & Diesel			5,000
	Building Regulations	001-4503-520-4210	Central Garage Repairs			5,000
	Building Regulations	001-4503-520-6110	Publications & Subscriptions			5,000
	Building Regulations	001-4503-520-7131	Merchant Card Service Fee			5,000
	City Hall Maintenance	001-4504-520-3005	Electric Charges			21,000
	Engineering	001-4505-520-5010	Consulting Fees			40,000
	Police Administration	001-5501-510-1010	Regular Wages			55,000
	Police Patrol	001-5502-510-1010	Regular Wages			400,000
	Police Jail	001-5507-510-1010	Regular Wages			25,000
	Police SEU	001-5508-510-1010	Regular Wages			20,000
	Police SEU	001-5508-510-4210	Central Garage Repairs			15,000
	Police SEU	001-5508-510-5090	FEMA Cleanup Costs			10,000
	Police Public Safety Tax	001-5575-510-3115	Fuel, Oil, & Diesel			15,000
	Police Public Safety Tax	001-5575-510-4210	Central Garage Repairs			10,000
	Police Public Safety Tax	001-5575-510-5265	Maintenance Agreements			10,000
	Police Federal Grants	001-5590-510-2050	Operational Supplies			30,000
	Total General Fund			$	-	749,000
110	Health Fund					
				$	-	
	Health Medical Services	110-3504-550-5085	DHSS Vaccine Program			40,000
	Health Medical Services	110-3504-550-7470	Pharmacy Contract Service			10,000
	Health Public Preparedness	110-3507-550-1110	Part-Time Wages			5,000
	Health Public Preparedness	110-3507-550-2050	Operational Supplies			5,000
	Health Public Preparedness	110-3507-550-8220	Operating Equipment			10,000
	Health Public Preparedness	110-3507-550-8315	Computer Equipment			5,000
	Total Health Fund			$	-	75,000
115	Parks Fund					
				$	-	
	Senior Center	115-6512-560-5090	FEMA Cleanup Costs			80,000
	Athletic Complex	115-6516-560-3020	Water Charges			10,000
	Grounds & Maintenance	115-6532-560-3005	Electric Charges			15,000
	Grounds & Maintenance	115-6532-560-5090	FEMA Cleanup Costs			20,000
	Grounds & Maintenance	115-6532-560-8105	Land Acquisitions			80,000
	Grounds & Maintenance	115-6532-560-8505	Park Improvements			185,000
	Total Parks Fund			$	-	390,000
120	Solid Waste Management Fund					
	Trash Services	120-4515-540-5030	Trash Billing Services	$		5,000
	Total SWM Fund			$	-	5,000

150	Community Development Fund					
	CDBG Projects	150-1502-570-7414	Sidewalks	$	-	50,000
	Zoning & Planning	150-1505-570-3015	Telephone Charges			1,000
	CDBG-R Projects	150-1530-570-7437	Sanitary Sewer			7,000
	Total Community Development Fund			$	-	58,000
155	Annexation Development Fund					
	Annexation Development	155-0585-500-8625	Sanitary Sewer Extension	$	-	20,000
	Annexation Development	155-0585-500-9041	Transfer to Sanitary Sewer			465,000
	Total Annexation Development Fund			$	-	485,000
405	Airport Fund					
	Airport	405-5004-520-1110	Part-Time Wages	$	-	10,000
	Airport	405-5004-520-2835	Equipment Lease & Rental			20,000
	Airport	405-5004-520-3005	Electric Charges			55,000
	Airport	405-5004-520-4105	Property Repairs & Maintenance			20,000
	Airport	405-5004-520-7066	Air Service Grant			110,000
	Airport	405-5004-520-7125	Depreciation Expense			300,000
	Total Airport Fund			$	-	515,000
410	Golf Course Fund					
	Golf Course Clubhouse	410-6520-560-1210	Seasonal Wages	$	-	10,000
	Golf Course Clubhouse	410-6520-560-2210	Resale Inventory			5,000
	Golf Course Clubhouse	410-6520-560-3115	Fuel, Oil, & Diesel			10,000
	Golf Course Clubhouse	410-6520-560-7125	Depreciation Expense			15,000
	Golf Course Maintenance	410-6521-560-2605	Chemicals			10,000
	Golf Course Maintenance	410-6521-560-3115	Fuel, Oil, & Diesel			5,000
	Golf Course Maintenance	410-6521-560-4210	Central Garage Repairs			5,000
	Total Golf Course Fund			$	-	60,000
415	Sanitary Sewer Fund					
				$		
	Wastewater Treatment	415-4541-540-3005	Electric Charges			135,000
	Wastewater Treatment	415-9003-540-9996	Utility Transfer			40,000
	Total Sanitary Sewer Fund			$	-	175,000
505	Central Garage Fund					
				$	-	
	Central Garage	505-4570-520-7225	Cost of Parts & Materials			200,000
	Total Central Garage Fund			$	-	200,000
520	Emergency Communications Fund					
	Communications	520-8502-510-3015	Telephone Charges	$		5,000
	Communications	520-8502-510-6010	Conferences & Seminars			3,000
	Total Emergency Communications Fund			$	-	8,000
	Grand Total			$	-	2,720,000

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 7, 2012

ITEM: COUNCIL BILL NO. 2012-505

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Finance Director: Leslie Jones	**Date:** 4-27-12
I.S. Director: Mark Morris	**Date:** 4-30-12
City Attorney: Brian Head	**Date:** 4-30-12
City Manager: Mark Rohr	**Date:** 4.30.12

INTRODUCTION:

This Council Bill authorizes the purchase of the utilities module and related software components from our current software vendor for the in-house wastewater and trash billing services.

DISCUSSION:

Last fall, Missouri-American Water Company notified the City of their intent to cease the wastewater and trash billing services in December of 2012. The finance department performed this function until it was outsourced to the water company in 1998. Following the notification, the finance department analyzed the cost of outsourcing this service to another vendor versus bringing the service in-house again.

It was determined that bringing the service back in-house is the most cost effective and efficient option. In order to do this, the City must purchase the utilities module and other software components from our current software provider, Sungard H.T.E. Once the contract is signed, Sungard will develop the transition plan for the next six months in order to be ready to begin the billing by December.

The utilities module cost is $95,610, the conversion cost from Missouri-American to our system is $27,200, the upload cost is $6,400 and the module allowing on-line access is $18,158, for a total one-time cost of $147,368.

The council bill authorizes the contract for the needed software, as well as amends the budget for the purchase from the sewer fund.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-505 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the City of Joplin and SunGard H.T.E. Public Sector, Inc., dealing generally with the purchase and installation of the utilities module and other software components; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin and SunGard H.T.E. Public Sector, Inc., dealing generally with the purchase and installation of the utilities module and other software components, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That Fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 be amended by increasing appropriations by the total amount of One Hundred Forty-Seven Thousand, Three Hundred Sixty-Eight Dollars ($147,368.00.).

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

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

Section 5. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

SUNGARD
PUBLIC SECTOR

1000 Business Center Drive | Lake Mary, FL | 32746

Add-On Quote

Cost Summary

Agency Name:	**City of Joplin, MO**	**JOPL**
Address:	**303 East 3rd Street**	
City, State, Zip:	**Joplin, MO 64801**	
Customer Contact:	**Leslie Jones; 417-624-0820**	
SunGard Public Sector Contact:	**David Montville; 407-304-3191**	
Quote Date:	**April 13, 2012**	
Quote Expiration:	**July 13, 2012**	
Description:		

SUMMARY

NaviLine Cost Summary

Financials :	-
Payroll & Human Resources :	-
Community Development :	-
Utilities :	67,450
eGovernment :	-
Interfaces :	-
Tools :	-
Subtotal License Fees [List Price] :	67,450
Discount :	-
Third-Party Applications :	-
QRep :	-
Business Intelligence :	-
Total Fees, Due at Contract Execution :	**$67,450.00**

Implementation Services

Training :	21,760
Installation :	-
Project Mgmt :	6,400
Other Fees :	-
Total Total Fees - Services :	**$28,160.00**

Maintenance Fees :	13,490

Total Investment (excludes Maintenance): $95,610.00

SUNGARD
PUBLIC SECTOR

Add-On Quote **Cost Detail**

Name: City of Joplin, MO
Address: 303 East 3rd Street
City, State, Zip: Joplin, MO 64801
Contact: Leslie Jones; 417-624-0820
Quote Date: April 13, 2012
Quote Expiration: July 13, 2012

SunGard Public Sector Products	Tier	License	Maintenance	Other	Training		Implementation	
					Days	Cost	Install/ Config	Proj Mgmt
Customer Information System (CX)	C/I	67,450	13,490			21,760	0	6,400
Total - NaviLine		**$67,450.00**	**$13,490.00**	**$0.00**	**0**	**$21,760.00**	**$0.00**	**$6,400.00**

SUNGARD
PUBLIC SECTOR

Add-On Quote

Cost Detail

Name: City of Joplin, MO
Address: 303 East 3rd Street
City, State, Zip: Joplin, MO 64801
Contact: Leslie Jones; 417-624-0820
Quote Date: April 13, 2012
Quote Expiration: July 13, 2012

Payment Terms:

1. License fees, including third-party; hardware; and project management are due at contract execution date, signed quote, or receipt of purchase order.
2. Installation Fees are due upon completion.
3. SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third-Party Application Annual Support Fees - payment terms shall be as provided by the Third-Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.
4. Training due as incurred.
5. Travel, out of pocket and living expenses are not included in above pricing and will be invoiced as incurred.

Notes:

1. Pricing is for the application as-is. Any modifications or conversions will incur additional costs.
2. There is no testing and acceptance period. The SunGard Public Sector application warranty period is one (1) year after the Delivery Date. "Delivery Date" means for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.
3. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.
4. Licensed Programs may be used in machine-readable object code form only.
5. Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third-party hardware or third-party software supplier shall prevail unless otherwise provided herein.
6. Scheduled Resource Changes: For training and onsite project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or onsite project management plus incurred expenses.
7. Additional hardware and/or third-party software may be required. For windows hardware specifications and information, please contact Dov Koplovsky at NEWCOM - dov.koplovsky@newcomglobal.com or (781) 826-7989. For IBM Hardware please contact Dino Vlachos at SunGard Public Sector VAR - 770-216-4426.
8. Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.
9. Applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices.
10. **Please indicate that your purchase is per the terms and conditions of this proposal dated:** April 13, 2012

The pricing, terms and conditions in this quote will be honored provided this quote is fully executed within 90 days from date of quote.

City of Joplin, MO
Leslie Jones; 417-624-0820
303 East 3rd Street
Joplin, MO 64801

Authorized Signature	Date	Printed Name

SUNGARD
PUBLIC SECTOR

SYSTEM CHANGE REQUEST

CLIENT: City of Joplin, MO	SCR NUMBER: JOPL CX 2012-2272
APPLICATION: Customer Information	DATE: 04/11/2012

REQUEST DESCRIPTION

PURPOSE OF SCR:
To analyze client-identified data files from the client's utility billing legacy files, discuss data mapping requirements, define a conversion specifications document and develop customized conversion programs to successfully convert identified data elements to the HTE Customer Information System (CX).

THE SCOPE OF THIS PROJECT WILL INCLUDE THE CONVERSION OF THE FOLLOWING DATA ENTITIES:

- Location Information- Location Address matching in conversion by address.
  - Matched Address Report provided
  - Unmatched Address Report provided
  - City to provide spread sheet for forced matched locations
- Location Services – No Charge Water, Winter Quarter Sewer and Flat Rate Trash
- Customer Information- Name/Mailing Address, Services Billed (Water, Meter Related Sewer, Flat Rate Trash) and Miscellaneous Information Codes
- Meter Inventory – Assigned meters. Multiple meters at location with single reading component.
- Reading History – Detailed reading history.
- Billing/Adjustment History – Detailed billing history
- Payment History – Header only
- Account Receivable – Aged lump sum.
- Externally describe a maximum of six files and assist with file transfers.
- Customer will provide file descriptions for each file. Acceptable files formats are ASCII fixed field length or properly formatted Comma Separated Variable (CSV).

EXCLUSIONS TO CONVERSION COST ESTIMATE ABOVE:

- Combining locations or customers

INSTRUCTIONS:

1) This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 Days. Unreturned and unsigned SCRs will be cancelled after 30 days.
2) Fax or E-mail a copy of the signed SCR to SUNGARD Public Sector, Inc. Fax (407) 304-1025. Upon receipt of the signed copy, if till be processed through the Accounting Department for invoicing.
3) Keep a copy for your records.
4) On site installation and training is not included in cost unless specified above.
5) If your organization has a modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding SUNGARD Public Sector's modification maintenance agreement, please contact SUNGARD Public Sector's Operations Department at (800) 727-8088.

INVOICE –

- **All billing for this request will refer to the SCR number located at top right of this form.**
- **Please remit 50% of total cost with signed SCR Work cannot begin until 50% payment is received.**
- **Prices are quoted in U.S. dollars.**
- **The remaining 50% will be billed upon completion of the work.**

- Creating master locations or accounts
- Creating pending (unbilled) meter readings
- Creating pending transactions
- Creating pending payments
- Bank Drafting
- Third Party Notification Information
- Meter Test/Repair History
- Service/Work Order History
- Key Information
- Lock Box Information
- Cash Deposits
- Non-Cash Deposits
- Deposit Refunds
- Deposit Transfers
- Payment Plans
- User define cycle and routs
- Budget Billing
- Discounts

DATA REQUIREMENTS UNLESS INCLUDE IN THE SCOPE ABOVE:

Clients must provide a sampling of all data sets to be converted and in some instances all data to be converted.

- All data records should be ASCII or EBCDIC, fixed-length and fixed-field formatted non-binary data:
- File layouts with field descriptions must be provided for each file that is to be converted. All data files must have fixed length records and fixed length fields.
- The extraction of textual data string content into separate fixed data fields is not provided. If data is not provided in an AS400, fixed length format, as listed above, or requires any data cleanup, SUNGARD Public Sector will at its discretion, require an additional SCR or return the data to the client.
- Files not provided in fixed length format will require an additional SCR at a minimum of 2 hours per file. No guarantee will be made that SUNGARD Public Sector will be able to transfer non-fixed format files to a usable fixed format.
- Clients are responsible for loading input files on their local system:
- Data cleanup for customers is NOT included in the conversion pricing. If the customer requests assistance a

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INVOICE –

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- **The remaining 50% will be billed upon completion of the work.**

SCR NUMBER: JOPL CX 2012-2272

separate SCR will be opened specifically for this work.

CONVERSION PROCESS:

- A primary contact will be required throughout the conversion process.
- Client staff changes may require additional training on the conversion process and may require an additional fee.
- The client is responsible for providing assistance with field mapping and questions that might arise during the conversion process.
- The mapping document must be approved and signed before programming can begin.
- The client must completed any changes to the mapping document within 30 days of receipt, or the conversion may be put on hold, need to be re-scheduled and could require additional charges.
- Once programming has begun, changes to the mapping document may result in additional charges.
- The client is responsible for testing the data completely for each pass of the conversion. The client will have 30 days to fully test the data, and report any errors. The client's failure to identify errors until subsequent passes of the conversion could impact the timeline of delivery, and may require additional charges.
- SUNGARD Public Sector will provide assistance with the testing process and correct identified problems as described above prior to putting data into production.
- Once the data has been accepted as complete, and a Signoff document has been returned to SUNGARD Public Sector, the conversion will be run over production.
- Once data has been deemed accurate and loaded into production, any additional corrections or issues will be billable. At your then current rate as defined in your contract.

INSTRUCTIONS:

1) This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 Days. Unreturned and unsigned SCRs will be cancelled after 30 days.
2) Fax or E-mail a copy of the signed SCR to SUNGARD Public Sector, Inc. Fax (407) 304-1025. Upon receipt of the signed copy, if till be processed through the Accounting Department for invoicing.
3) Keep a copy for your records.
4) On site installation and training is not included in cost unless specified above.
5) If your organization has a modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding SUNGARD Public Sector's modification maintenance agreement, please contact SUNGARD Public Sector's Operations Department at (800) 727-8088.

INVOICE –

- **All billing for this request will refer to the SCR number located at top right of this form.**
- **Please remit 50% of total cost with signed SCR Work cannot begin until 50% payment is received.**
- **Prices are quoted in U.S. dollars.**
- **The remaining 50% will be billed upon completion of the work.**

SCR NUMBER: JOPL CX 2012-2272

SUNGARD
PUBLIC SECTOR

SYSTEM CHANGE REQUEST

ADDITIONAL INFORMATION:
This conversion estimate is based upon the information available to SUNGARD Public Sector at the time created. Upon receiving additional conversion information and once the conversion analysis has been done, additional billable hours may required. Customer approval via an addendum SCR will be secured before any charges in excess of this SCR are incurred.

The SCR is a supplement to the existing SUNGARD Public Sector Agreements and Supplements executed between SUNGARD Public Sector and you.
Unless otherwise stated, all their terms and conditions shall remain in effect and apply to this SCR.
Any waiver of any portion of the SCR is valid for that occurrence only. All other conditions remain in effect.
A signed SCR must be received before the conversion will be put on the master schedule and assigned a specific programming date. On request, a window of when the conversion could begin will be provided, but that date may change, based upon receipt of the SCR and programming availability.
A separate SCR will be opened for each application conversion purchased.
Quotes for Conversion SCR's are subject to change without notice.

INSTRUCTIONS:
1) This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 Days. Unreturned and unsigned SCRs will be cancelled after 30 days.
2) Fax or E-mail a copy of the signed SCR to SUNGARD Public Sector, Inc. Fax (407) 304-1025. Upon receipt of the signed copy, if till be processed through the Accounting Department for invoicing.
3) Keep a copy for your records.
4) On site installation and training is not included in cost unless specified above.
5) If your organization has a modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding SUNGARD Public Sector's modification maintenance agreement, please contact SUNGARD Public Sector's Operations Department at (800) 727-8088.

INVOICE –
- **All billing for this request will refer to the SCR number located at top right of this form.**
- **Please remit 50% of total cost with signed SCR Work cannot begin until 50% payment is received.**
- **Prices are quoted in U.S. dollars.**
- **The remaining 50% will be billed upon completion of the work.**

SCR NUMBER: JOPL CX 2012-2272

SUNGARD
PUBLIC SECTOR

SYSTEM CHANGE REQUEST

FDI#: 1 001 093				FIXED COST:	**$27,200.00**
SUNGARD Public Sector, inc. CONFIRMATION: **Regena Pickett** **Regena.Pickett @SunGardPS.com* Phone: (407) 304-3445 * Fax: (407) 304-1025**					
CLIENT AUTHORIZATION:					
REQUESTED COMPLETION DATE:					

INSTRUCTIONS:

1) This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 Days. Unreturned and unsigned SCRs will be cancelled after 30 days.
2) Fax or E-mail a copy of the signed SCR to SUNGARD Public Sector, Inc. Fax (407) 304-1025. Upon receipt of the signed copy, if till be processed through the Accounting Department for invoicing.
3) Keep a copy for your records.
4) On site installation and training is not included in cost unless specified above.
5) If your organization has a modification maintenance agreement, this modification will automatically be put under the plan as well. Should you require further information regarding SUNGARD Public Sector's modification maintenance agreement, please contact SUNGARD Public Sector's Operations Department at (800) 727-8088.

INVOICE –

- **All billing for this request will refer to the SCR number located at top right of this form.**
- **Please remit 50% of total cost with signed SCR Work cannot begin until 50% payment is received.**
- **Prices are quoted in U.S. dollars.**
- **The remaining 50% will be billed upon completion of the work.**

SCR NUMBER: JOPL CX 2012-2272

SUNGARD
PUBLIC SECTOR

Public Sector Solutions

System Change Request Form

CLIENT: City of Joplin, MO	**SCR NUMBER: JOPL CX 2012-2291**
APPLICATION: Customer Information System	**DATE: 04/11/2012**

REQUEST DESCRIPTION

Write a custom consumption upload module per specifications document provided.

Any changes may require an additional SCR.
This work will be based on the current version and may require that the client load this version as part of the SCR.

NOTE: Planned Environment: 7.0 = Version, User Interface: X = NaviLine and/or X = Select/Green __=GUI
Request will be: __ = One Time Process, X = Custom Modification, ___ = Base Feature
If Custom Modification then the estimated future cost for retrofitting this work is: $100 per object

FDI#: **1 001 094**	TOTAL COST: **$6,400.00**
SUNGARD HTE, INC. CONFIRMATION: *Regena Pickett*	DATE: 04/11/2012
CLIENT AUTHORIZATION:	DATE:

INSTRUCTIONS:
1) **This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 days. Unreturned and unsigned SCRs will automatically be cancelled after 30 days.**
2) Return a faxed, signed copy to SunGard (407-304-1025).
3) Maintain a copy for your records.
4) Upon receipt of the fax, it will be processed through the SunGard Accounting Department for invoicing.

INFORMATION
5) On site installation and training is not included in cost unless specified above.
6) If your organization has a modification maintenance agreement (Currently $100.00/modified object and is subject to change), this modification will become part of the plan. If you do not have an agreement, you are responsible for the cost to retrofit this mod into new releases.

INVOICE –

- **For billing inquiries regarding this SCR, please use the number located at the top right of this form.**
- **Please remit 50% of the total cost to SunGard's Accounting Department referencing this SCR #. Programming will not begin until the 50% payment is received.**
- **The second 50% will be invoiced upon completion of the project.**
- **Prices are quoted in U.S. dollars.**

SUNGARD
PUBLIC SECTOR

1000 Business Center Drive | Lake Mary, FL | 32746

Add-On Quote

Cost Summary

Agency Name:	City of Joplin, MO — JOPL
Address:	303 East 3rd Street
City, State, Zip:	Joplin, MO 64801
Customer Contact:	Leslie Jones; 417-624-0820
SunGard Public Sector Contact:	David Montville; 407-304-3191
Quote Date:	April 13, 2012
Quote Expiration:	July 13, 2012
Description:	

SUMMARY

NaviLine Cost Summary

Financials :	-
Payroll & Human Resources :	-
Community Development :	-
Utilities :	-
eGovernment :	14,078
Interfaces :	-
Tools :	-
Subtotal License Fees [List Price] :	14,078
Discount: :	-
Third-Party Applications :	-
QRep :	-
Business Intelligence :	-
Total Fees, Due at Contract Execution :	**$14,078.00**

Implementation Services

Training :	1,280
Installation :	2,800
Project Mgmt :	-
Other Fees :	-
Total Total Fees - Services :	**$4,080.00**

Maintenance Fees :	6,689

Total Investment (excludes Maintenance): $18,158.00

SUNGARD
PUBLIC SECTOR

Add-On Quote **Cost Detail**

Name: City of Joplin, MO
Address: 303 East 3rd Street
City, State, Zip: Joplin, MO 64801
Contact: Leslie Jones; 417-624-0820
Quote Date: April 13, 2012
Quote Expiration: July 13, 2012

SunGard Public Sector Products	Tier	License	Maintenance	Other	Training		Implementation	
					Days	Cost	Install/ Config	Proj Mgmt
GovNOW Core Module (K1G) - Upgrade	C/II	7,800	2,420			640	2,800	
GovNOW Map Access Fee(s) (KXG)	C/II	1,369	1,369					
ONESolution Transaction Manager (KT)	ALL	See Note	0					
GovNOW Applicants (KAG)	C/II		1,320		1			
GovNOW Customer Information System Module (K2G)	C/II	4,909	1,580		1	640		
Total - NaviLine		**$14,078.00**	**$6,689.00**	**$0.00**	**1.5**	**$1,280.00**	**$2,800.00**	**$0.00**

SUNGARD
PUBLIC SECTOR

Add-On Quote

Cost Detail

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Address: 303 East 3rd Street
City, State, Zip: Joplin, MO 64801
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3. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.
4. Licensed Programs may be used in machine-readable object code form only.
5. Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third-party hardware or third-party software supplier shall prevail unless otherwise provided herein.
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7. Additional hardware and/or third-party software may be required. For windows hardware specifications and information, please contact Dov Koplovsky at NEWCOM - dov.koplovsky@newcomglobal.com or (781) 826-7989. For IBM Hardware please contact Dino Vlachos at SunGard Public Sector VAR - 770-216-4426.
8. Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.
9. Applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices.
10. **Please indicate that your purchase is per the terms and conditions of this proposal dated:** April 13, 2012

The pricing, terms and conditions in this quote will be honored provided this quote is fully executed within 90 days from date of quote.

City of Joplin, MO
Leslie Jones; 417-624-0820
303 East 3rd Street
Joplin, MO 64801

Authorized Signature	Date	Printed Name

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 7, 2012

ITEM: COUNCIL BILL NO. 2012-506

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Finance Director: Leslie Jones LJ	**Date:** 4/27/12
Human Resources Director: Reba Snavely RS	**Date:** 4/30/12
City Attorney: Brian Head BH	**Date:** 4-30-12
City Manager: Mark Rohr MR	**Date:** 4-30-12

INTRODUCTION:
This Council Bill approves the reclassification of an existing Accounting Clerk position to a Senior Accounting Clerk and authorizes the hiring of an additional Senior Accounting Clerk in the Finance Department to do the wastewater and trash billing service.

DISCUSSION:
Last fall, Missouri-American Water Company notified the City of their intent to cease the wastewater and trash billing services in December of 2012. The finance department performed this function until it was outsourced to the water company in 1998. Following the notification, the finance department analyzed the cost of outsourcing this service to another vendor versus bringing the service in-house again.

It was determined that bringing the service back in-house is the most cost effective and efficient option. In order to do this, the City must hire an additional Senior Accounting Clerk to do the billing. Additionally, current staff will be reorganized to assist with this billing. Additional duties, such as accounts receivable billing, answer customer questions and complaints, and account properly for these services, will be added to the existing Accounting Clerk position. This will necessitate reclassifying this position to a Senior Accounting Clerk to be consistent with the job description.

The annual cost of a Senior Accounting Clerk is approximately $37,800. The annual cost of reclassifying an Accounting Clerk position to a Senior Accounting Clerk is $674. The reclassification is from a range 14 to a range 18. The Personnel Board approved the reclassification of the position.

The budget amendment for these changes reflects the approximate cost for half the fiscal year. Training with our software provider is expected to begin in early June. Therefore, the additional position will be opened immediately in order to meet this timeline.

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

COUNCIL BILL NO. 2012-506 ORDINANCE NO.

AN ORDINANCE approving the reclassification of a position in the Finance Department from Accounting Clerk, at salary range 14 to Senior Accounting Clerk, at salary range 18, as recommended by the Personnel Board; and adding an additional Senior Accounting Clerk; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and containing an emergency clause.

WHEREAS, the City of Joplin will begin the wastewater and trash billing services in-house; and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That the Finance Department position of Accounting Clerk be reclassified to a Senior Accounting Clerk, at salary range 18 within the Salary Administration Plan of the City of Joplin.

Section 2. That the Finance Department add a Senior Accounting Clerk, at a salary range 18 within the Salary Administration Plan of the City of Joplin.

Section 3. That Fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 be amended by increasing appropriations by the total amount of Nineteen Thousand, Five Hundred Dollars ($19,500.00.).

Section 4. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

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: May 7, 2012
ITEM: Establishing the Communicable Disease Exposure Control Plan for departments when an employee encounters an exposure to certain communicable diseases.

ORIGINATING DEPARTMENT: Department of Human Resources
ATTACHMENTS: Council Bill No. 2012-607
COMMUNICABLE DISEASE EXPOSURE CONTROL PLAN

DEPARTMENT HEAD:	Reba L. Snavely	**DATE:** 4/26/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 4-30-12
CITY ATTORNEY:	Brian Head	**DATE:** 4-30-12
HEALTH DEPT. DIRECTOR:	Dan Pekarek	**DATE:** 5-1-12

INTRODUCTION:

This Council Bill adopts a Communicable Disease Exposure Control Plan for departments when an employee encounters an exposure to certain communicable diseases.

DISCUSSION:

The City Manager of the City of Joplin, Missouri, appointed a committee made up of the Director of Public Health, The Director of Human Resources and Risk Management, the Environmental Health Coordinator and the Human Resources Assistant to review the Communicable Disease requirements for the City. The committee researched and wrote a plan to inform and advise City leaders, managers and supervisors about potential exposures of employees to such diseases as hepatitis A, B, C, HIV and airborne pathogens such as TB and the disease of rabies in the workplace.

The City Manager believes that the City of Joplin bears an obligation to the public and to its employees to increase awareness and to the extent possible prevent the exposure. This new plan includes "how to" information for all employees regardless of their work days or work hours. It is designed for readability and to be specific for an employee or supervisor to use in an emergency. Contact phone numbers are available in each departmental plan.

RECOMMENDATION:
Staff recommends approval of this Council Bill.

RS
attachment

COUNCIL BILL NO. 2012-607 **ORDINANCE NO. 2012-___**

AN ORDINANCE Establishing the Communicable Disease Exposure Control Plan for departments when an employee encounters an exposure to certain communicable diseases; and containing an emergency clause.

WHEREAS, the City Manager of the City of Joplin, Missouri, appointed a committee made up of the Director of Public Health, The Director of Human Resources and Risk Management, the Environmental Health Coordinator and the Human Resources Assistant to review the Communicable Disease requirements; and

WHEREAS, that committee researched and wrote a plan to advise leaders and managers of the City about potential exposures of employees such as hepatitis A, B, C, HIV and airborne pathogens such as TB and the disease of rabies; and

WHEREAS, the City Manager believes that the City of Joplin bears an obligation to the public and to its employees to increase awareness and to the extent possible prevent the exposure; and

WHEREAS, the City Manager has reviewed the Communicable Disease Exposure Control Plan and is recommending this plan to the Council as stated above.

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

Section 1. That the City of Joplin Communicable Disease Exposure Control Plan, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with the immediate preservation of the public health and safety, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of May, 2012 by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: May 7, 2012
ITEM: Council Bill No. 2012-608; Technical Support between the City of Joplin and Motorola

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2012-608; copy of Contract

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 4-20-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 4/30/12
CITY ATTORNEY:	Brian W. Head	**DATE:** 4/30/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 4-20-12

INTRODUCTION:

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

SUMMARY/DISCUSSION:

The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, ended June 2012. This agreement continues the system maintenance of infrastructure components provided by Motorola. The Motorola Digital Radio System is a complex system of routers, servers, combiners, microwave systems, etc., and requires monitored maintenance of the system infrastructure and an immediate customer service response should the system and/or system components fail. This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure. The agreement is for a one year period and will be reviewed yearly for additions to the maintenance necessary as other system components complete their standard warranty periods or extended warranty periods.

RECOMMENDATION:

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

LJR/ts
attachment

COUNCIL BILL NO. 2012-608 ORDINANCE NO.

AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of One Hundred Twenty-Two Thousand, Eight Hundred Fifty Dollars ($122,850.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Contract for Technical Support by and between the City of Joplin and Motorola, Inc., in a total amount of One Hundred Twenty-Two Thousand, Eight Hundred Fifty Dollars ($122,850.00), providing for the system maintenance of infrastructure components provided by Motorola, a true and accurate copy of the same being attached hereto as an Exhibit, be and the same is, hereby approved.

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

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

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Emergency Communications Budget, Account No. 520-8503-510-5265, to pay the contract amount.

_____

Leslie Jones, Finance Director

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

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

Contract Number: S00001011659
Contract Modifier: RN15-FEB-12 17:47:21

Date: 03/26/2012

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

Required P.O.:	No
Customer # :	1000708183
Bill to Tag # :	0001
Contract Start Date:	06/01/2012
Contract End Date:	05/31/2013
Anniversary Day:	May 31st
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	NETWORK MONITORING SERVICE - CTD		
1	SVC150AD	ASTRO25 MASTER SITE	$1,189.89	$14,278.68
1	SVC151AD	ASTRO25 PRIME/CO-LOCATED	$0.09	$1.08
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL		
1	SVC051AD	ASTRO25 MASTER SITE	$2,959.60	$35,515.20
1	SVC053AD	ASTRO25 PRIME/CO-LOC W/O SWITCH	$0.00	$0.00
1	SVC055AD	ASTRO25 REMOTE SITE	$0.00	$0.00
1	SVC060AD	ASTRO25 DISPATCH SITE	$81.86	$982.32
10	SVC061AD	ASTRO25 STATIONS	$736.40	$8,836.80
5	SVC062AD	ASTRO25 OPERATOR POSITIONS	$409.30	$4,911.60
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
1	SVC032AD	ASTRO25 MASTER SITE	$3,633.76	$43,605.12
1	SVC033AD	ASTRO25 PRIME/CO-LOCATED	$0.00	$0.00
1	SVC035AD	ASTRO25 REMOTE SITE	$0.00	$0.00
1	SVC040AD	ASTRO25 DISPATCH SITE	$78.25	$939.00
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH SERVIC		
1	SVC129AD	ASTRO25 MASTER SITE	$556.56	$6,678.72
1	SVC130AD	ASTRO25 PRIME/CO-LOCATED	$0.00	$0.00
1	SVC132AD	ASTRO25 REMOTE SITE	$0.00	$0.00
1	SVC137AD	ASTRO25 DISPATCH SITE	$34.07	$408.84
	SVC02SVC0001C	SP - MICROWAVE SERVICES		
1		NETWORK(S)	$557.72	$6,692.64

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$10,237.50	$122,850.00
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$10,237.50	$122,850.00
Taxes	-	-
Grand Total	$10,237.50	$122,850.00

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

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

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Keith Antoff 618 219-2721

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Joplin, City Of
Contract Number: S00001011659
Contract Modifier: RN15-FEB-12 17:47:21
Contract Start Date: 06/01/2012
Contract End Date: 05/31/2013

Service Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

Revised Jan 1, 2010

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: ~~May 7, 2012~~

ITEM: Council Bill No. 2012-609; Lease Agreements between the City of Joplin and Cycle Connection Harley-Davidson.

ORIGINATING DEPARTMENT: Joplin Police Department

ATTACHMENTS: Council Bill No. 2012-609; Four (4) Lease Agreements

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 4-20-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 4-30-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 4/30/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 4/23/12

INTRODUCTION:

The Joplin Police Department utilizes four (4) Harley-Davidson motorcycles in its traffic division. The attached agreements between the City of Joplin and Cycle Connection Harley-Davidson are for the lease of those motorcycles.

SUMMARY/DISCUSSION:

For the past five years, Cycle Connection has generously provided the lease payments for our motorcycles. The Joplin Police Department has been responsible for paying for maintenance of the motorcycles. Harley-Davidson recently notified Cycle Connection that they can no longer provide the lease payments due to legal constraints. Therefore, JPD will need to pay the lease costs if we choose to continue using the motorcycles in our traffic unit. Cycle Connection has offered to pay the maintenance costs for the motorcycles as a means of partially offsetting the additional expense. The total cost of the lease of all 4 motorcycles is $16,000.00. Last year, the JPD paid a total of $3,468.15 in motorcycle maintenance. The estimated repair costs over twenty (20) months are $5,780.25. The budget impact for the City resulting from this change is $10,219.75 over twenty (20) months.

The Harley-Davidson motorcycles have been an integral part of the JPD traffic safety program since 2007. The units are more versatile in congested areas, economical to operate, and more effective as an enforcement tool. Additionally, they effectively multiply the police fleet. While this agreement does require new budget expenditure, the value of the motorcycles to the traffic program and benefit to public safety far outweighs the cost. Loss of these units would significantly erode the traffic safety capabilities of the Police Department. The additional cost will be absorbed in the Police Department's budget.

RECOMMENDATION:

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

LJR/ts
attachments

COUNCIL BILL NO. 2012-609 ORDINANCE NO.

AN ORDINANCE approving and authorizing four (4) Closed-End Lease Agreements, without purchase options, between the City of Joplin, Missouri, and Cycle Connection Harley-Davidson, dealing generally with the acquisition and maintenance of four (4) 2012 Harley-Davidson motorcycles for the Joplin Police Department; authorizing the City Manager to execute said Lease Agreements 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 each of the four (4) Closed-End Lease Agreements without purchase options between the City of Joplin, Missouri, and Cycle Connection Harley-Davidson, dealing generally with the acquisition and maintenance of four (4) 2012 Harley-Davidson motorcycles for the Joplin Police Department, a copy of each Lease Agreement being attached hereto and incorporated herein by reference, be and the same are hereby approved.

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

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Harley-Davidson Leasing

3850 Arrowhead Drive, Carson City, NV 89706

CLOSED-END LEASE

(No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease. "You" and "Your" refers to Lessee. By signing this Lease, You agree to all its terms and conditions. Be sure to read the entire Lease before You sign it.

DEALER NUMBER	NAME	ADDRESS
2585	Cycle Connection Harley-Davidson	6014 Hearnes Blvd., Joplin, MO 64804

LESSOR	LESSEE
HARLEY-DAVIDSON LEASING, INC. 3850 ARROWHEAD DRIVE CARSON CITY, NV 89706	NAME City of Joplin ADDRESS 303 East Third Street CITY Joplin STATE MO ZIP 64801 PHONE

DESCRIPTION OF VEHICLE

NEW/USED	YEAR	MAKE & MODEL	BODY TYPE	VEHICLE ID NUMBER	ODOMETER MILEAGE
NEW	2012	FLHP	MC	1HD1FHM17CB645656	

OTHER EQUIPMENT n/a

DESCRIBE SERVICE CONTRACT OR EXTENDED WARRANTY

COPY

LEASE PAYMENTS

1. PAYMENT DUE AT LEASE SIGNING $ 399.89
2. NUMBER OF MONTHLY PAYMENTS 20
3. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:
   a. Net trade-in allowance $ 0.00
   b. Rebates and noncash credits $ 0.00
   c. Amount to be paid in cash $ 0.00
   d. Other (describe) N/A $ 0.00
4. THESE AMOUNTS MAKE UP THE PAYMENT DUE AT LEASE SIGNING:
   a. Capitalized Cost Reduction $ 0.00
   b. First Monthly Payment in Advance $ 199.89
   c. Refundable Security Deposit $ 0.00
   d. Title Fees $ 0.00
   e. Registration Fee $ 0.00
   f. License Fee $ 0.00
   g. Rental/Use Tax $ 0.00
   h. Lease Acquisition Fee $ 200.00
   i. Other (describe) N/A $ 0.00
   j. Other (describe) N/A $ 0.00
5. MONTHLY PAYMENT $ 199.89

   THESE AMOUNTS MAKE UP THE MONTHLY PAYMENT:
   a. Base Monthly Payment* $ 199.89
   b. Other (describe) N/A $ 0.00
   c. Other (describe) N/A $ 0.00
6. TOTAL OF PAYMENTS (The amount You will have to pay by the end of the Lease) $ 3,997.80
7. PAYMENT SCHEDULE

   Your First Monthly Payment of $ 199.89 is due when You sign the Lease. Your other 19 Monthly Payments are due on the 1st day of each month, beginning _____ (Month), _____ (Year).
8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:
   a. GROSS CAPITALIZED COST $ 15,400.00

      The agreed upon value of the Vehicle ($ 15,400.00) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or Lease balance).
   b. CAPITALIZED COST REDUCTION $ 0.00

      The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost.
   c. ADJUSTED CAPITALIZED COSTS $ 15,400.00

      The amount used in calculating Your Base Monthly Payment.
   d. RESIDUAL VALUE $ 12,060.00

      The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment.
   e. DEPRECIATION AND ANY AMORTIZED AMOUNTS $ 3,340.00

      The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.
   f. RENT CHARGE $ 1,057.80

      The amount charged in addition to the depreciation and any amortized amounts.
   g. TOTAL OF BASE MONTHLY PAYMENTS $ 3,997.80

      The depreciation and any amortized amounts plus the rent charge.
   h. LEASE PAYMENTS 20

      The number of payments in Your Lease.
   i. BASE MONTHLY PAYMENT $ 199.89
   j. N/A $ 0.00
   k. N/A $ 0.00
   l. TOTAL MONTHLY PAYMENT $ 199.89
   m. LEASE TERM IN MONTHS 20
9. ITEMIZATION OF GROSS CAPITALIZED COST
   a. AGREED UPON VALUE OF THE VEHICLE $ 15,400.00
   b. TITLE FEES $ 0.00
   c. LICENSE & REGISTRATION FEES $ 0.00
   d. EXTENDED WARRANTY & SERVICE CONTRACT $ 0.00
   e. OTHER TAX $ 0.00
   f. OTHER (describe) N/A $ 0.00
   g. OTHER (describe) N/A $ 0.00
10. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

    ☑ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

    ☐ _____

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Taxes; Permits. (a) You agree to pay, when due, directly, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Vehicle or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. (b) You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by You at Your own expense.

12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, You will pay a late charge of five per cent (5%) of the part of the payment that is late.

13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease, You will pay Lessor a charge of $20.00 plus the amount of the fine.

14. INSURANCE. At Your own expense, You shall, during the Lease Term, maintain (a) casualty insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where You are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where You are located; provided that, with Lessor's prior written consent, You may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

If You fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at Your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as You are not in default under this Lease or any other obligation to us, then You shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle, or (ii) apply the insurance proceeds towards Your obligations under this lease. If insurance is placed under this Paragraph, You shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. **WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE WHICH WE MAY ARRANGE, AND WE MAY ALLOW ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT HAVING ANY LIABILITY TO YOU.** In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.

15. VEHICLE USE AND SUBLEASING. You agree that You will not, and will not permit others to:
   a. use the Vehicle in violation of any law,
   b. use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
   c. use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
   d. remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
   e. alter, mark, or install equipment in the Vehicle without Lessor's written consent;
   f. expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.

   YOU SHALL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDL'S WRITTEN CONSENT.

16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, You shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such taxes or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. WARRANTY AND EXCLUSION OF WARRANTY. The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. RISK OF LOSS. You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. EXCESS WEAR. "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. FINES, LIENS, AND ENCUMBRANCES. You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor $20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. SCHEDULED TERMINATION. This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. NONAPPROPRIATION. You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Leases shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE. You may terminate this Lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of $200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease.

HOWEVER, if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor NOL upon the sale of the Vehicle at wholesale.

25. DEFAULT.

a. You will be in default if any of the following occurs:

i. You do not make a payment when due.
ii. You make an assignment for the benefit of creditors.
iii. You do not keep in force the insurance coverage the Lease requires.
iv. You do not repair or maintain the Vehicle as the Lease requires.
v. You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
vi. You break any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
vii. You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. RETURN OF VEHICLE. You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. OPTION TO PURCHASE. There is no option to purchase.

28. ODOMETER DISCLOSURE REQUIREMENT. Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. REPRESENTATIONS AND COVENANTS OF LESSEE. You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and public duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease Term solely and exclusively for the purposes of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor; and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. COVENANT TO SEEK APPROPRIATIONS. You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. CONDITIONS TO LESSOR'S PERFORMANCE. This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease. It being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. SECURITY DEPOSIT. A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. PAYMENTS FOR VEHICLE DAMAGE. If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. INSPECTION. You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.

37. INDEMNITY. You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. DELIVERY RECEIPT. By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT. This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change in this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT 602 S. Main **ON** 4/8/[illegible]

LESSEE: [illegible]

BY: K. Marie Rehr

TITLE: City Manager

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____ **TITLE:** _____

LES 61 0903

EXHIBIT A
OPINION OF LEGAL COUNSEL

NAME	Peter Edwards		
STREET ADDRESS	602 S. Main		
CITY	Joplin	STATE MO	ZIP 64801

Re: Closed-End Lease dated as of 4/18, 2012, between Harley-Davidson Leasing, Inc. ("HDL") as Lessor, and City of Joplin, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of Joplin (the "Lessee"), I have examined (a) an executed Lease, dated as of 4/18, 2012, and Exhibits thereto by and between HDL (the "Lessor") and City of Joplin, (the "Lessee") which, among other things, provides for the lease of a certain Vehicle for a definite period of time with no option to purchase, and (b) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion.

In rendering this opinion, we have assumed without inquiry:

a. The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee to Lessor;
b. That the Lease has been or will be duly authorized, executed and delivered by Lessor;
c. That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
d. That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms hereof.

Based on the foregoing, I am of the following opinion:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State where Lessee is located, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
2. The name of the Lessee contained in the Lease is the correct legal name of the Lessee;
3. Lessee has the requisite power and authority to lease and acquire the Vehicle and to execute and deliver the Lease and to perform its obligations under the Lease;
4. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially enforceable under NV law, and (iii) general principles of equity.
5. The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
6. To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Vehicle thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

a. The opinions expressed herein are limited to matters governed by the laws of the State of MO. No opinion is expressed regarding the laws of any other jurisdiction.
b. The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

PRINT NAME	Peter C. Edwards
SIGNATURE	

EXHIBIT B
INSURANCE COVERAGE STATEMENT

LESSOR: HARLEY-DAVIDSON LEASING, INC.

LESSEE: _____

1. In accordance with Section 14 of the Lease, Lessee has instructed the insurance named below: (Please fill in name, address and telephone number).

NAME: _____ PHONE: (___) _____
ADDRESS: _____ FAX: (___) _____
_____

TO ISSUE:

a. All Risk Physical Damage Insurance on the Vehicle evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Harley-Davidson Leasing, Inc. and/or its assigns, as loss payee.
Coverage Required: Full Replacement Value.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Harley-Davidson Leasing, Inc. and/or its assigns as Additional Insured.
Minimum Coverage Required: $500,000.00 per person; $500,000.00 aggregate bodily injury liability $100,000.00 property damage liability.

—OR—

2. Pursuant to Section 14 of the Lease, Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided prior to the time the Vehicle is delivered to Lessee.

[redacted]

EXHIBIT C
MUNICIPAL CERTIFICATION

I, R. Mark Rohr, City Manager of Joplin, MO, certify that the Closed-End Lease dated 4/18/12, between Harley-Davidson Leasing, Inc., as Lessor, and City of Joplin as Lessee, leasing the Vehicle described in the Closed-End Lease, was executed by me on the 18 day of April, 2012; that I have full power and authority to execute the Lease granted to me by the City Council, and that all required procedures necessary to make the Closed-End Lease a legal and binding obligation of the Lessee have been followed. I also do certify that payments due from the Lessee under the Lease for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the City of Joplin.

In witness whereof, I have set my hand this 18th day of April, 2012.

Attest

Title: City Attorney

Agency Official

Title: City Manager

Lease No. _____

Harley-Davidson Leasing

3850 Arrowhead Drive, Carson City, NV 89706

CLOSED-END LEASE
(No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease . "You" and "Your" refers to Lessee. By signing this Lease, You agree to all its terms and conditions. Be sure to read the entire Lease before You sign it.

DEALER NUMBER	NAME	ADDRESS
2565	Cycle Connection Harley-Davidson	6014 Hearnes Blvd., Joplin, MO 64804

LESSOR	LESSEE
HARLEY-DAVIDSON LEASING, INC. 3850 ARROWHEAD DRIVE CARSON CITY, NV 89706	NAME City of Joplin ADDRESS 303 East Third Street CITY Joplin STATE MO ZIP 64801 PHONE

DESCRIPTION OF VEHICLE

NEW/USED	YEAR	MAKE & MODEL	BODY TYPE	VEHICLE ID NUMBER	ODOMETER MILEAGE
NEW	2012	FLHP	MC	1HD1FHM10CB645565	

OTHER EQUIPMENT n/a

DESCRIBE SERVICE CONTRACT OR EXTENDED WARRANTY

LEASE PAYMENTS

1. PAYMENT DUE AT LEASE SIGNING $ 399.89
2. NUMBER OF MONTHLY PAYMENTS 20
3. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:
   a. Net trade-in allowance $ 0.00
   b. Rebates and noncash credits $ 0.00
   c. Amount to be paid in cash $ 0.00
   d. Other (describe) N/A $ 0.00
4. THESE AMOUNTS MAKE UP THE PAYMENT DUE AT LEASE SIGNING:
   a. Capitalized Cost Reduction $ 0.00
   b. First Monthly Payment in Advance $ 199.89
   c. Refundable Security Deposit $ 0.00
   d. Title Fee $ 0.00
   e. Registration Fee $ 0.00
   f. License Fee $ 0.00
   g. Rental/Use Tax $ 0.00
   h. Lease Acquisition Fee $ 200.00
   i. Other (describe) N/A $ 0.00
   j. Other (describe) N/A $ 0.00
5. MONTHLY PAYMENT $ 199.89

   THESE AMOUNTS MAKE UP THE MONTHLY PAYMENT:
   a. Base Monthly Payment* $ 199.89
   b. Other (describe) N/A $ 0.00
   c. Other (describe) N/A $ 0.00
6. TOTAL OF PAYMENTS
   (The amount You will have to pay by the end of the Lease) $ 3,997.80
7. PAYMENT SCHEDULE
   Your First Monthly Payment of $ 199.89 is due when You sign the Lease. Your other 19 Monthly Payments are due on the 1st day of each month, beginning _____ (Month), _____ (Year).
8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:
   a. GROSS CAPITALIZED COST $ 15,400.00
      The agreed upon value of the Vehicle ($ 15,400.00) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or Lease balance).
   b. CAPITALIZED COST REDUCTION $ 0.00
      The amount of any net trade-in allowance, rebate noncash credit, or cash that You pay that reduces the gross capitalized cost.
   c. ADJUSTED CAPITALIZED COSTS $ 15,400.00
      The amount used in calculating Your Base Monthly Payment.
   d. RESIDUAL VALUE $ 13,000.00
      The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment.
   e. DEPRECIATION AND ANY AMORTIZED AMOUNTS $ 2,000.00
      The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.
   f. RENT CHARGE $ 1,997.80
      The amount charged in addition to the depreciation and any amortized amounts.
   g. TOTAL OF BASE MONTHLY PAYMENTS $ 3,997.80
      The depreciation and any amortized amounts plus the rent charge.
   h. LEASE PAYMENTS 20
      The number of payments in Your Lease.
   i. BASE MONTHLY PAYMENT $ 199.89
   j. N/A $ 0.00
   k. N/A $ 0.00
   l. TOTAL MONTHLY PAYMENT $ 199.89
   m. LEASE TERM IN MONTHS 20
9. ITEMIZATION OF GROSS CAPITALIZED COST
   a. AGREED UPON VALUE OF THE VEHICLE $ 15,400.00
   b. TITLE FEES $ 0.00
   c. LICENSE & REGISTRATION FEES $ 0.00
   d. EXTENDED WARRANTY & SERVICE CONTRACT $ 0.00
   e. OTHER TAX $ 0.00
   f. OTHER (describe) N/A $ 0.00
   g. OTHER (describe) N/A $ 0.00
10. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:
    ☑ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.
    ☐ _____

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Taxes; Permits. (a) You agree to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes (together with any penalties, fines or interest thereon imposed or levied with respect to the Vehicle or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom (except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by You at Your own expense.

12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, You will pay a late charge of five per cent (5%) of the part of the payment that is late.

13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease. You will pay Lessor a charge of $20.00 plus the amount of the fine.

14. INSURANCE. At Your own expense, You shall, during the Lease Term, maintain (a) casualty insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where You are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where You are located; provided that, with Lessor's prior written consent, You may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

If You fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at Your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as You are not in default under this Lease or any other obligation to us, then You shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle, or (ii) apply the insurance proceeds towards Your obligations under this lease. If insurance is placed under this Paragraph, You shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. **WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE WHICH WE MAY ARRANGE, AND WE MAY ALLOW ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT HAVING ANY LIABILITY TO YOU.** In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.

15. VEHICLE USE AND SUBLEASING. You agree that You will not, and will not permit others to:
   a. use the Vehicle in violation of any law,
   b. use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
   c. use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
   d. remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
   e. alter, mark, or install equipment in the Vehicle without Lessor's written consent;
   f. expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.

   YOU WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDL'S WRITTEN CONSENT.

16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, You shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such fees or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. WARRANTY AND EXCLUSION OF WARRANTY. The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. RISK OF LOSS. You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. EXCESS WEAR. "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. FINES, LIENS, AND ENCUMBRANCES. You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor $20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. SCHEDULED TERMINATION. This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. NONAPPROPRIATION. You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Leases shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE. You may terminate this Lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of $200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease.

HOWEVER, if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor NDL upon the sale of the Vehicle at wholesale.

25. DEFAULT.

a. You will be in default if any of the following occurs:

i. You do not make a payment when due.
ii. You make an assignment for the benefit of creditors.
iii. You do not keep in force the insurance coverage the Lease requires.
iv. You do not repair or maintain the Vehicle as the Lease requires.
v. You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
vi. You break any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
vii. You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. RETURN OF VEHICLE. You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. OPTION TO PURCHASE. There is no option to purchase.

28. ODOMETER DISCLOSURE REQUIREMENT. Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. REPRESENTATIONS AND COVENANTS OF LESSEE. You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and politic duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease Term solely and exclusively for the purpose of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor, and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. COVENANT TO SEEK APPROPRIATIONS. You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted in Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. CONDITIONS TO LESSOR'S PERFORMANCE. This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. SECURITY DEPOSIT. A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. PAYMENTS FOR VEHICLE DAMAGE. If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. INSPECTION. You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.

37. INDEMNITY. You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. DELIVERY RECEIPT. By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT. This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change to this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT 608 S. Main ON 4/18/12

LESSEE: [illegible]

BY: B. Mark Rohr

TITLE: City Manager

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____ TITLE: _____

LEG 51 0905

EXHIBIT A
OPINION OF LEGAL COUNSEL

NAME	Peter C. Edwards		
STREET ADDRESS	602 S. Main		
CITY	Joplin	STATE MO	ZIP 64801

Re: Closed-End Lease dated as of April 18, 2013, between Harley-Davidson Leasing, Inc. ("HDL") as Lessor, and City of Joplin, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of Joplin, (the "Lessee"), I have examined (a) an executed Lease, dated as of April 18, 2013, and Exhibits thereto by and between HDL (the "Lessor") and City, (the "Lessee") which, among other things, provides for the lease of a certain Vehicle for a definite period of time with no option to purchase, and (b) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion.

In rendering this opinion, we have assumed without inquiry:

a. The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee to Lessor;
b. That the Lease has been or will be duly authorized, executed and delivered by Lessor;
c. That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
d. That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms hereof.

Based on the foregoing, I am of the following opinion:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State where Lessee is located, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
2. The name of the Lessee contained in the Lease is the correct legal name of the Lessee;
3. Lessee has the requisite power and authority to lease and acquire the Vehicle and to execute and deliver the Lease and to perform its obligations under the Lease;
4. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially enforceable under NV law, and (iii) general principles of equity.
5. The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
6. To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Vehicle thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

a. The opinions expressed herein are limited to matters governed by the laws of the State of NV. No opinion is expressed regarding the laws of any other jurisdiction.
b. The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

PRINT NAME	Peter J. Edwards
SIGNATURE	

EXHIBIT B
INSURANCE COVERAGE STATEMENT

LESSOR: HARLEY-DAVIDSON LEASING, INC.

LESSEE: _____

1. In accordance with Section 14 of the Lease, Lessee has instructed the insurance named below: (Please fill in name, address and telephone number).

NAME: _____ PHONE: (___) _____
ADDRESS: _____ FAX: (___) _____
_____

TO ISSUE:

a. All Risk Physical Damage Insurance on the Vehicle evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Harley-Davidson Leasing, Inc. and/or its assigns, as loss payee.
Coverage Required: Full Replacement Value.

b. Public Liability insurance evidenced by a Certificate of Insurance naming Harley-Davidson Leasing, Inc. and/or its assigns as Additional Insured.
Minimum Coverage Required: $500,000.00 per person; $500,000.00 aggregate bodily injury liability $100,000.00 property damage liability.

—OR—

2. Pursuant to Section 14 of the Lease, Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided prior to the time the Vehicle is delivered to Lessee.

[redacted]

EXHIBIT C
MUNICIPAL CERTIFICATION

I, R. Mark Rohr, City Manager of Joplin, MO, certify that the Closed-End Lease dated 4/18/12, between Harley-Davidson Leasing, Inc., as Lessor, and City of Joplin as Lessee, leasing the Vehicle described in the Closed-End Lease, was executed by me on the 18 day of April, 2012; that I have full power and authority to execute the Lease granted to me by the The City, and that all required procedures necessary to make the Closed-End Lease a legal and binding obligation of the Lessee have been followed. I also do certify that payments due from the Lessee under the Lease for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the City of Joplin.

In witness whereof, I have set my hand this 18 day of April, 2012.

Attest

Title: City Attorney

Agency Official

Title: City Manager

Lease No. _____

Harley-Davidson Leasing

3850 Arrowhead Drive, Carson City, NV 89706

CLOSED-END LEASE

(No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease. "You" and "Your" refers to Lessee. By signing this Lease, You agree to all its terms and conditions. Be sure to read the entire Lease before You sign it.

DEALER NUMBER	NAME	ADDRESS
2565	Cycle Connection Harley-Davidson	5014 Hearnes Blvd., Joplin, MO 64804

LESSOR	LESSEE
HARLEY-DAVIDSON LEASING, INC. 3850 ARROWHEAD DRIVE CARSON CITY, NV 89706	NAME City of Joplin ADDRESS 303 East Third Street CITY Joplin STATE MO ZIP 64801 PHONE

DESCRIPTION OF VEHICLE

NEW/USED	YEAR	MAKE & MODEL	BODY TYPE	VEHICLE ID NUMBER	ODOMETER MILEAGE
NEW	2012	FLHP	MC	1HD1FHM10CB825073	
OTHER EQUIPMENT n/a					
DESCRIBE SERVICE CONTRACT OR EXTENDED WARRANTY					

COPY

LEASE PAYMENTS

1. PAYMENT DUE AT LEASE SIGNING $ 399.89
2. NUMBER OF MONTHLY PAYMENTS 20
3. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:
   a. Net trade-in allowance $ 0.00
   b. Rebates and noncash credits $ 0.00
   c. Amount to be paid in cash $ 0.00
   d. Other (describe) N/A $ 0.00
4. THESE AMOUNTS MAKE UP THE PAYMENT DUE AT LEASE SIGNING:
   a. Capitalized Cost Reduction $ 0.00
   b. First Monthly Payment in Advance $ 199.89
   c. Refundable Security Deposit $ 0.00
   d. Title Fees $ 0.00
   e. Registration Fee $ 0.00
   f. License Fee $ 0.00
   g. Rental/Use Tax $ 0.00
   h. Lease Acquisition Fee $ 200.00
   i. Other (describe) N/A $ 0.00
   j. Other (describe) N/A $ 0.00
5. MONTHLY PAYMENT $ 199.89

   THESE AMOUNTS MAKE UP THE MONTHLY PAYMENT:
   a. Base Monthly Payment* $ 199.89
   b. Other (describe) N/A $ 0.00
   c. Other (describe) N/A $ 0.00
6. TOTAL OF PAYMENTS (The amount You will have to pay by the end of the Lease) $ 3,997.80
7. PAYMENT SCHEDULE

   Your First Monthly Payment of $ 199.89 is due when You sign the Lease. Your other 19 Monthly Payments are due on the 1st day of each month, beginning _____ (Month), _____ (Year).
8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:
   a. GROSS CAPITALIZED COST $ 15,400.00

      The agreed upon value of the Vehicle ($ 15,400.00) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or Lease balance).
   b. CAPITALIZED COST REDUCTION $ 0.00

      The amount of any net trade-in allowance, rebate noncash credit, or cash that You pay that reduces the gross capitalized cost.
   c. ADJUSTED CAPITALIZED COSTS $ 15,400.00

      The amount used in calculating Your Base Monthly Payment.
   d. RESIDUAL VALUE $ 10,060.00

      The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment.
   e. DEPRECIATION AND ANY AMORTIZED AMOUNTS $ 5,340.00

      The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.
   f. RENT CHARGE $ 1,657.80

      The amount charged in addition to the depreciation and any amortized amounts.
   g. TOTAL OF BASE MONTHLY PAYMENTS $ 3,997.80

      The depreciation and any amortized amounts plus the rent charge.
   h. LEASE PAYMENTS 20

      The number of payments in Your Lease.
   i. BASE MONTHLY PAYMENT $ 199.89
   j. N/A $ 0.00
   k. N/A $ 0.00
   l. TOTAL MONTHLY PAYMENT $ 199.89
   m. LEASE TERM IN MONTHS 20
9. ITEMIZATION OF GROSS CAPITALIZED COST
   a. AGREED UPON VALUE OF THE VEHICLE $ 15,400.00
   b. TITLE FEES $ 0.00
   c. LICENSE & REGISTRATION FEES $ 0.00
   d. EXTENDED WARRANTY & SERVICE CONTRACT $ 0.00
   e. OTHER TAX $ 0.00
   f. OTHER (describe) N/A $ 0.00
   g. OTHER (describe) N/A $ 0.00
10. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

    ☑ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

    ☐ _____

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Each party hereto will pay as they agree to pay and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon, imposed or levied with respect to the Vehicle or the ownership, delivery, leasing, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. (b) You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by You at Your own expense.

12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, You will pay a late charge of five per cent (5%) of the part of the payment that is late.

13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease, You will pay Lessor a charge of $20.00 plus the amount of the fine.

14. INSURANCE. At Your own expense, You shall, during the Lease Term, maintain (a) property insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where You are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where You are located; provided that, with Lessor's prior written consent, You may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout such Lease Term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

If You fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at Your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as You are not in default under this Lease or any other obligation to us, then You shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle, or (ii) apply the insurance proceeds towards Your obligations under this lease. If insurance is placed under this Paragraph, You shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. **WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE WHICH WE MAY ARRANGE, AND WE MAY ALLOW ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT HAVING ANY LIABILITY TO YOU.** In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.

15. VEHICLE USE AND SUBLEASING. You agree that You will not, and will not permit others to:
   a. use the Vehicle in violation of any law;
   b. use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
   c. use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
   d. remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
   e. alter, mark, or install equipment in the Vehicle without Lessor's written consent;
   f. expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.

   YOU WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDLS'S WRITTEN CONSENT.

16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, You shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such taxes or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. WARRANTY AND EXCLUSION OF WARRANTY. The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. RISK OF LOSS. You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. EXCESS WEAR. "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. FINES, LIENS, AND ENCUMBRANCES. You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor $20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. SCHEDULED TERMINATION. This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. NONAPPROPRIATION. You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Lessee shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE. You may terminate this Lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of $200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease.

HOWEVER, if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraiser obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor HDL upon the sale of the Vehicle at wholesale.

25. DEFAULT.

a. You will be in default if any of the following occurs:

i. You do not make a payment when due.
ii. You make an assignment for the benefit of creditors.
iii. You do not keep in force the insurance coverage the Lease requires.
iv. You do not repair or maintain the Vehicle as the Lease requires.
v. You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
vi. You break any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
vii. You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. RETURN OF VEHICLE. You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. OPTION TO PURCHASE. There is no option to purchase.

28. ODOMETER DISCLOSURE REQUIREMENT. Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. REPRESENTATIONS AND COVENANTS OF LESSEE. You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and politic duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approvals, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease Term solely and exclusively for the purposes of performing essential governmental or proprietary functions; (f) You will promptly provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor; and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. COVENANT TO SEEK APPROPRIATIONS. You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. CONDITIONS TO LESSOR'S PERFORMANCE. This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease. It being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. SECURITY DEPOSIT. A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. PAYMENTS FOR VEHICLE DAMAGE. If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. INSPECTION. You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.

37. INDEMNITY. You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. DELIVERY RECEIPT. By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT. This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change to this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT 602 S. Main ON 4/18/12

LESSEE: _____

BY: R. Mark Rohn

TITLE: City Manager

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____ TITLE: _____

LEB 51 0905

EXHIBIT A
OPINION OF LEGAL COUNSEL

NAME	Peter C. Edwards		
STREET ADDRESS	602 S. Main		
CITY	Joplin	STATE MO	ZIP 64801

Re: Closed-End Lease dated as of April 18, 2012, between Harley-Davidson Leasing, Inc. ("HDL") as Lessor, and City of Joplin, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of Joplin (the "Lessee"), I have examined (a) an executed Lease, dated as of April 18, 2012, and Exhibits thereto by and between HDL (the "Lessor") and City (the "Lessee") which, among other things, provides for the lease of a certain Vehicle for a definite period of time with no option to purchase, and (b) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion.

In rendering this opinion, we have assumed without inquiry:

a. The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee to Lessor;
b. That the Lease has been or will be duly authorized, executed and delivered by Lessor;
c. That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
d. That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms hereof.

Based on the foregoing, I am of the following opinion:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State where Lessee is located, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
2. The name of the Lessee contained in the Lease is the correct legal name of the Lessee;
3. Lessee has the requisite power and authority to lease and acquire the Vehicle and to execute and deliver the Lease and to perform its obligations under the Lease;
4. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially enforceable under NV law, and (iii) general principles of equity.
5. The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
6. To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Vehicle thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

a. The opinions expressed herein are limited to matters governed by the laws of the State of MD. No opinion is expressed regarding the laws of any other jurisdiction.
b. The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

PRINT NAME	Peter C. Edwards
SIGNATURE	

EXHIBIT B
INSURANCE COVERAGE STATEMENT

LESSOR: HARLEY-DAVIDSON LEASING, INC.

LESSEE: _____

1. In accordance with Section 14 of the Lease, Lessee has instructed the insurance named below: (Please fill in name, address and telephone number).

NAME: _____ PHONE: (___) _____
ADDRESS: _____ FAX: (___) _____
_____

TO ISSUE:

a. All Risk Physical Damage Insurance on the Vehicle evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Harley-Davidson Leasing, Inc. and/or its assigns, as loss payee.
Coverage Required: Full Replacement Value.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Harley-Davidson Leasing, Inc. and/or its assigns as Additional Insured.
Minimum Coverage Required: $500,000.00 per person; $500,000.00 aggregate bodily injury liability $100,000.00 property damage liability.

—OR—

2. Pursuant to Section 14 of the Lease, Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided prior to the time the Vehicle is delivered to Lessee.

[redacted]

EXHIBIT C
MUNICIPAL CERTIFICATION

I, R. Mark Rohr, City Manager of Joplin, MO, certify that the Closed-End Lease dated 4/18/14, between Harley-Davidson Leasing, Inc., as Lessor, and City of Joplin as Lessee, leasing the Vehicle described in the Closed-End Lease, was executed by me on the 18 day of April, 2014; that I have full power and authority to execute the Lease granted to me by the City, and that all required procedures necessary to make the Closed-End Lease a legal and binding obligation of the Lessee have been followed. I also do certify that payments due from the Lessee under the Lease for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the City.

In witness whereof, I have set my hand this 18 day of April, 2014.

Attest

Title: City Attorney

Agency Official

Title: City Manager

Lease No. [redacted]

Harley-Davidson Leasing

3850 Arrowhead Drive, Carson City, NV 89706

CLOSED-END LEASE

(No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease . "You" and "Your" refers to Lessee. By signing this Lease, You agree to all its terms and conditions. Be sure to read the entire Lease before You sign it.

DEALER NUMBER	NAME	ADDRESS
2586	Cycle Connection Harley-Davidson	5014 Hearnes Blvd., Joplin, MO 64804

LESSOR	LESSEE
HARLEY-DAVIDSON LEASING, INC. 3850 ARROWHEAD DRIVE CARSON CITY, NV 89706	NAME City of Joplin ADDRESS 303 East Third Street CITY Joplin STATE MO ZIP 64801 PHONE

DESCRIPTION OF VEHICLE

NEW/USED	YEAR	MAKE & MODEL	BODY TYPE	VEHICLE ID NUMBER	ODOMETER MILEAGE
NEW	2012	FLHP	MC	1HD1FHM13CB628761	

OTHER EQUIPMENT n/a

DESCRIBE SERVICE CONTRACT OR EXTENDED WARRANTY

COPY

LEASE PAYMENTS

1. PAYMENT DUE AT LEASE SIGNING $ 399.89
2. NUMBER OF MONTHLY PAYMENTS 20
3. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:
   - a. Net trade-in allowance $ 0.00
   - b. Rebates and noncash credits $ 0.00
   - c. Amount to be paid in cash $ 0.00
   - d. Other (describe) N/A $ 0.00
4. THESE AMOUNTS MAKE UP THE PAYMENT DUE AT LEASE SIGNING:
   - a. Capitalized Cost Reduction $ 0.00
   - b. First Monthly Payment in Advance $ 199.89
   - c. Refundable Security Deposit $ 0.00
   - d. Title Fees $ 0.00
   - e. Registration Fee $ 0.00
   - f. License Fee $ 0.00
   - g. Rental/Use Tax $ 0.00
   - h. Lease Acquisition Fee $ 200.00
   - i. Other (describe) N/A $ 0.00
   - j. Other (describe) N/A $ 0.00
5. MONTHLY PAYMENT $ 199.89

   THESE AMOUNTS MAKE UP THE MONTHLY PAYMENT:
   - a. Base Monthly Payment* $ 199.89
   - b. Other (describe) N/A $ 0.00
   - c. Other (describe) N/A $ 0.00
6. TOTAL OF PAYMENTS (The amount You will have to pay by the end of the Lease) $ 3,997.80
7. PAYMENT SCHEDULE

   Your First Monthly Payment of $ 199.89 is due when You sign the Lease. Your other 19 Monthly Payments are due on the 1st day of each month, beginning _____ (Month), _____ (Year).
8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:
   - a. GROSS CAPITALIZED COST $ 15,400.00

     The agreed upon value of the Vehicle ($ 15,400.00) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or Lease balance).
   - b. CAPITALIZED COST REDUCTION $ 0.00

     The amount of any net trade-in allowance, rebate noncash credit, or cash that You pay that reduces the gross capitalized cost.
   - c. ADJUSTED CAPITALIZED COSTS $ 15,400.00

     The amount used in calculating Your Base Monthly Payment.
   - d. RESIDUAL VALUE $ 13,060.00

     The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment.
   - e. DEPRECIATION AND ANY AMORTIZED AMOUNTS $ 2,340.00

     The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.
   - f. RENT CHARGE $ 1,657.80

     The amount charged in addition to the depreciation and any amortized amounts.
   - g. TOTAL OF BASE MONTHLY PAYMENTS $ 3,997.80

     The depreciation and any amortized amounts plus the rent charge.
   - h. LEASE PAYMENTS 20

     The number of payments in Your Lease.
   - i. BASE MONTHLY PAYMENT $ 199.89
   - j. N/A $ 0.00
   - k. N/A $ 0.00
   - l. TOTAL MONTHLY PAYMENT $ 199.89
   - m. LEASE TERM IN MONTHS 20
9. ITEMIZATION OF GROSS CAPITALIZED COST
   - a. AGREED UPON VALUE OF THE VEHICLE $ 15,400.00
   - b. TITLE FEES $ 0.00
   - c. LICENSE & REGISTRATION FEES $ 0.00
   - d. EXTENDED WARRANTY & SERVICE CONTRACT $ 0.00
   - e. OTHER TAX $ 0.00
   - f. OTHER (describe) N/A $ 0.00
   - g. OTHER (describe) N/A $ 0.00
10. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

    ☑ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

    ☐ _____

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Taxes; Permits. You agree to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Vehicle or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. (b) You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by You at Your own expense.

12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, You will pay a late charge of five per cent (5%) of the part of the payment that is late.

13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease, You will pay Lessor a charge of $30.00 plus the amount of the fine.

14. INSURANCE. At Your own expense, You shall, during the Lease Term, maintain (a) casualty insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where You are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where You are located; provided that, with Lessor's prior written consent, You may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

If You fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at Your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as You are not in default under this Lease or any other obligation to us, then You shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle, or (ii) apply the insurance proceeds towards Your obligations under this lease. If insurance is placed under this Paragraph, You shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. **WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE WHICH WE MAY ARRANGE, AND WE MAY ALLOW ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT INCURRING ANY LIABILITY TO YOU.** In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.

15. VEHICLE USE AND SUBLEASING. You agree that You will not, and will not permit others to:
   - a. use the Vehicle in violation of any law,
   - b. use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
   - c. use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
   - d. remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
   - e. alter, mark, or install equipment in the Vehicle without Lessor's written consent;
   - f. expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.

   YOU WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDLS WRITTEN CONSENT.

16. LIENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, You shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such taxes or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. WARRANTY AND EXCLUSION OF WARRANTY. The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. RISK OF LOSS. You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. EXCESS WEAR. "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/6 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, inoperable, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. FINES, LIENS, AND ENCUMBRANCES. You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor $20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. SCHEDULED TERMINATION. This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. NONAPPROPRIATION. You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Leases shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month for which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE. You may terminate this Lease early. If You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of $200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease.

HOWEVER, if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 15 days from termination from an independent third party agreeable to Lessor; or (c) if not established by agreement or appraisal, the net amount received by Lessor NOL upon the sale of the Vehicle at wholesale.

25. DEFAULT.

a. You will be in default if any of the following occurs:

i. You do not make a payment when due.
ii. You make an assignment for the benefit of creditors.
iii. You do not keep in force the insurance coverage the Lease requires.
iv. You do not repair or maintain the Vehicle as the Lease requires.
v. You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
vi. You break any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
vii. You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. RETURN OF VEHICLE. You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. OPTION TO PURCHASE. There is no option to purchase.

28. ODOMETER DISCLOSURE REQUIREMENT. Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. REPRESENTATIONS AND COVENANTS OF LESSEE. You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and politic duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease Term solely and exclusively for the purpose of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor; and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. COVENANT TO SEEK APPROPRIATIONS. You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. CONDITIONS TO LESSOR'S PERFORMANCE. This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. SECURITY DEPOSIT. A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. PAYMENTS FOR VEHICLE DAMAGE. If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. INSPECTION. You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.

37. INDEMNITY. You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. DELIVERY RECEIPT. By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT: This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change to this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT 602 S. Main ON 4/18/12

LESSEE: [signature]

BY: R. Mark Rohr

TITLE: City Manager

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____ TITLE: _____

EXHIBIT A
OPINION OF LEGAL COUNSEL

NAME	Peter C. Edwards		
STREET ADDRESS	602 S. Main		
CITY	Joplin	STATE MO	ZIP 64801

Re: Closed-End Lease dated as of April 18, 2012, between Harley-Davidson Leasing, Inc. ("HDL") as Lessor, and City of Joplin, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of Joplin, (the "Lessee"), I have examined (a) an executed Lease, dated as of April 18, 2012 and Exhibits thereto by and between HDL (the "Lessor") and City, (the "Lessee") which, among other things, provides for the lease of a certain Vehicle for a definite period of time with no option to purchase, and (b) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion.

In rendering this opinion, we have assumed without inquiry:

a. The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee to Lessor;
b. That the Lease has been or will be duly authorized, executed and delivered by Lessor;
c. That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
d. That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms hereof.

Based on the foregoing, I am of the following opinion:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State where Lessee is located, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
2. The name of the Lessee contained in the Lease is the correct legal name of the Lessee;
3. Lessee has the requisite power and authority to lease and acquire the Vehicle and to execute and deliver the Lease and to perform its obligations under the Lease;
4. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially enforceable under NV law, and (iii) general principles of equity.
5. The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
6. To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Vehicle thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

a. The opinions expressed herein are limited to matters governed by the laws of the State of MO. No opinion is expressed regarding the laws of any other jurisdiction.
b. The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

PRINT NAME	Peter C. Edwards
SIGNATURE	

EXHIBIT B
INSURANCE COVERAGE STATEMENT

LESSOR: HARLEY-DAVIDSON LEASING, INC.

LESSEE: _____

1. In accordance with Section 14 of the Lease, Lessee has instructed the insurance named below: (Please fill in name, address and telephone number).

NAME: _____ PHONE: (___) _____
ADDRESS: _____ FAX: (___) _____
_____

TO ISSUE:

a. All Risk Physical Damage Insurance on the Vehicle evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Harley-Davidson Leasing, Inc. and/or its assigns, as loss payee.
Coverage Required: Full Replacement Value.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Harley-Davidson Leasing, Inc. and/or its assigns as Additional Insured.
Minimum Coverage Required: $500,000.00 per person; $500,000.00 aggregate bodily injury liability $100,000.00 property damage liability.

—OR—

2. Pursuant to Section 14 of the Lease, Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided prior to the time the Vehicle is delivered to Lessee.

EXHIBIT C
MUNICIPAL CERTIFICATION

I, R. Mark Rohr, City Manager of Joplin, MO, certify that the Closed-End Lease dated 4/18/14, between Harley-Davidson Leasing, Inc., as Lessor, and City of Joplin as Lessee, leasing the Vehicle described in the Closed-End Lease, was executed by me on the 18 day of April, 2014; that I have full power and authority to execute the Lease granted to me by the City, and that all required procedures necessary to make the Closed-End Lease a legal and binding obligation of the Lessee have been followed. I also do certify that payments due from the Lessee under the Lease for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the City.

In witness whereof, I have set my hand this 18 day of April, 2014.

Attest

Title: City Attorney

Agency Official

x

Title: City Manager

Lease No. _____

Harley-Davidson Financial Services

HARLEY-DAVIDSON LEASING
P.O. Box 21949
Carson City, NV 89721-1949

TEL 800.828.1377
FAX 503.219.0687
www.hdfsl.com

DEALER CHECKLIST

Document Checklist: Ensure all documents are completed and enclose with a check payable to Harley Davidson Leasing. Return documents to:

Harley Davidson Leasing
Attn: Police Fleet Leasing
1410 SW Morrison St. Suite 750
Portland OR 97205

Signed	Dated	
_____	_____	**Closed-end Lease**
_____	_____	**Opinion of Legal Counsel (all blanks to be completed by Legal Counsel)**
_____	_____	**Completed Insurance Coverage Statement**
_____	_____	**Copy of Insurance Binder/Policy**
_____	_____	**Completed Municipal Certification**
_____	_____	**Exemption Certification**
_____	_____	**Copy of Title Application**

—A limited Power of Attorney is included to be used for titling, license & registration.

TITLE INSTRUCTIONS:

Owner: **Harley Davidson Leasing**
1410 SW Morrison St. Suite 750
Portland OR 97205

Lessee: **Municipality**

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: May 7, 2012
ITEM: Council Bill No. 2012-610 Lease Agreement between the City of Joplin and Joplin Leased Housing Associates II

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2012-610; Lease Agreement

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 4-20-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 4-30-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 4/20/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 4/20/12

INTRODUCTION:

Joplin Leased Housing Associates II has offered office space to the Joplin Police Department to use as office space as part of the Department's Crime Free Multi Housing Initiative. The space is located at 1502 Michigan and is a fully equipped office unit. The cost to the police department is confined to phone and computer charges. It is anticipated that those costs can be absorbed in the current budget.

SUMMARY/DISCUSSION:

Multi housing units have unique challenges for the complex owners and for the police department. There is a national program known as Crime Free Multi Housing which provides a framework for partnerships between operators of multi housing complexes and police agencies to address some of those unique challenges. The program has a history of success. The Joplin Police Department had initiated its own Crime Free Multi Housing Initiative prior to the May 22nd tornado. Our role in the City's subsequent recovery efforts interrupted the implementation. As apartment complexes and other multi housing units rebuild, it provides an opportunity to construct complexes and programs to build back better and more efficiently. The concept is consistent with the City of Joplin's philosophy in its rebuilding throughout the city. The ability to have a work site on the property, in addition to the geographically central location, significantly enhances the department's potential for success. Reduction in crime related to multi housing complexes provides enhanced safety for the citizens who reside there

as well as reducing demand for the police department, allowing us to utilize the recovered time to address other public safety matters.

The term "substation" is used in the leasing document, more as a matter of habit than an accurate description of its purpose. It is important to note that the proposal is for a worksite, not a substation, although the site may one day lend itself to one if the City chooses to create one in the central part of the city.

RECOMMENDATION:

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

LJR/ts
attachment

COUNCIL BILL NO. 2012-610 ORDINANCE NO.

AN ORDINANCE approving a Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Leased Housing Associates II, LP, a Minnesota limited partnership, dealing generally with the lease of approximately 382 square feet of office space for the purpose of establishing a police substation in the community building of the Oak Meadows Apartments that is owned by Joplin Leased Housing Associates and located generally at 1502 Michigan; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, Joplin Leased Housing Associates II, LP, a Minnesota limited partnership, is the owner of real property located generally at 1502 Michigan in Joplin, Missouri, known as the Oak Meadows Apartments; and,

WHEREAS, Joplin Leased Housing Associates II, LP, is undertaking a substantial renovation of the Oak Meadows Apartments to be completed on or about May 31, 2012, with an objective of qualifying for Low-Income Housing Tax Credits under the Internal Revenue Code as well as under RSMO., §135.350, et seq., Missouri's Low-Income Housing Tax Credits; and,

WHEREAS, the City is desirous ~~and has requested~~ to lease from Joplin Leased Housing Associates II, LP, approximately 382 square feet of office space within the community building of the Oak Meadows Apartments, for the purpose of establishing a police substation on the property.

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

Section 1. That the Lease Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Leased Housing Associates II, LP, a Minnesota limited partnership, for the lease of approximately 382 square feet of office space in the community building of the Oak Meadows Apartments located generally at 1502 Michigan, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

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

Section 3. That this Ordinance, dealing generally with the preservation of

public peace, health, and safety, is an emergency within the meaning of Section 2.12(1) 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

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of the ____ day of _____, 2012 between Joplin Leased Housing Associates II, Limited Partnership, a Minnesota limited partnership ("Owner"), and the City of Joplin, a municipal corporation ("City").

RECITALS

A. WHEREAS, Owner is the owner of certain real property consisting of 138 affordable apartment units in 14 buildings, a community building, 234 parking spaces, and related improvements commonly known as Oak Meadows Apartments located in the City of Joplin, Jasper County, Missouri, and legally described in Exhibit A to this Lease (the "Property");

B. WHEREAS, the Owner is presently undertaking to complete substantial renovations of the Property in a manner qualifying for Low-Income Housing Tax Credits pursuant to Section 42 of the Internal Revenue Code and Missouri low-income housing tax credits under Sections 135.350, et seq., of the Missouri Revised Statutes (together, the "Tax Credits"), which renovations are targeted for completion on or about May 31, 2012;

C. WHEREAS, the City has requested to lease from the Owner approximately 382 square feet of office space within the community building of the Property, as illustrated in Exhibit B to this Lease (the "Premises"), to establish a police substation located at the Property; and

D. WHEREAS, the Owner has agreed to lease a portion of the Property to the City under the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Definitions.

a. "Casualty" shall mean a fire, explosion, tornado, flood, or other cause of serious damage to or destruction of all or a portion of the Property.

b. "Commencement Date" shall be upon substantial completion of construction the Improvements to the Premises.

c. "Improvements" shall mean all work of improvement to the Premises detailed within the Plans and Specifications or which the Owner deems appropriate (with the advice and consultation of the City) to render the Premises suitable for general office use. The Owner generally intends that the Improvements shall render the Premises suitable for general office use,

Exhibit "A"

and the Owner makes no representation or warranty that the Improvements will include any specialized improvements, fixtures or equipment that the City may deem appropriate for use of the Premises as a police substation.

d. "Lease" shall mean this Lease, all exhibits attached hereto, and all properly executed amendments, modifications and supplements to this Lease.

e. "Plans and Specifications" shall mean those plans for renovation of the Property prepared by Ebersoldt + Associates, Limited Liability Company dated September 8, 2011 and specifications dated August 15, 2011, together with any changes thereto which the Owner may approve or direct .

f. "Permitted Uses" shall mean the only uses for which the City is permitted to use the Premises, which is limited solely to office space for the administration of law enforcement functions by the City of Joplin Police Department.

g. "Premises" shall mean the area to be leased by the City as described and/or illustrated in Exhibit B.

h. "Property" shall have the meaning set forth in the Recitals.

i. "Rent" shall mean all base rent and additional rent payable by the City to the Owner pursuant to Section 3 of this Lease.

j. "Taking" shall mean acquisition by a public authority having the power of eminent domain of all or part of the Premises by condemnation or conveyance in lieu of condemnation.

k. "Tax Credits" shall have the meaning set forth in the Recitals.

l. "Term" shall mean the period commencing on the Commencement Date and continuing until termination of this Lease on _____, unless otherwise sooner terminated in accordance with the terms and provisions of this Lease.

2. The Premises. The Owner hereby leases the Premises to the City, and the City hereby leases the Premises from the Owner, for the duration of the Term, in accordance with the provisions of this Lease. The City shall only use the Premises for Permitted Uses.

3. Rent.

(a) The City shall pay to Owner during the Term a base rent of One Dollar ($1.00) per year, payable in advance on the first day of each anniversary of the Commencement Date.

(b) In addition to the base rent set forth in Section 3(a) of this Lease, the City shall pay to the Owner upon demand, as additional rent, any other costs, fees, charges, or liability for which the City becomes obligated to the Owner under the terms and conditions of this Lease.

4. Possession and Use. If the City pays the Rent and other charges and performs all of the City's obligations under this Lease, the Owner covenants that the City may peaceably and quietly possess and enjoy the Premises under this Lease for the duration of the Term for Permitted Uses.

5. Parking. During the Term of this Lease, the City shall have the nonexclusive right to use unassigned parking spaces on the Property on a first-come, first-served basis, provided that the maximum number of parking spaces to be used by the City at any given time shall be six (6). The Owner makes no representation or warranty that parking will be available on the Property at any time.

6. Improvements.

(a) The Owner shall construct the Improvements in accordance with all applicable laws, ordinances, rules, orders, regulations, or other requirements of governmental authorities. The Owner shall be solely responsible to pay for any design costs, labor, services, materials, supplies or equipment furnished to the Premises in connection with the Improvements.

(b) The City shall not construct any improvements to the Premises without the Owner's prior, written consent. The City shall be solely responsible to pay for any design costs, labor, services, materials suppliers or equipment furnished to the Premises in connection with any improvements furnished by the City, and the City shall indemnify, defend, and hold harmless the owner from any mechanic's liens or other payment claims arising from any improvements performed by the City.

(c) The Improvements and, unless otherwise agreed to in writing, any further improvements furnished by the City, shall be the sole property of the Owner and shall be surrendered upon termination of the Lease at the end of the Term.

7. Utilities / Taxes. Until expiration of the Term or earlier termination of this Lease, the Owner shall pay all electric, water, sewer, trash removal, and gas utility bills arising in connection with the City's reasonable use of such utilities in connection with Permitted Uses of the Premises. Any additional utility or other bills of the City in connection with this use of the Premises (e.g., phone, cable, Internet) shall be the sole responsibility of the City. The Owner shall pay any real estate taxes and special assessments relating to the Premises, unless arising solely as a result of the City's tenancy of the Premises.

8. Approval of Signage. The City agrees it will not place any signs on the Premises or Property without the advance written permission of the Owner.

9. Covenant Against Waste. The City covenants not to do or suffer any waste or damage to or impairment of the value of the Premises or any improvements now or thereafter placed thereon.

10. Indemnification. The City shall indemnify the Owner, its employees, agents, contractors and invitees against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, damage to any property, and claims for damages or other relief arising out of the City exercising its police power, arising out of the City's use of the Premises or the Property or the use thereof by any employee, agent, contractor, invitee or sublessee of the City, except to the extent caused by the gross negligence or willful misconduct of the Owner, its employees, agents, contractors, students or invitees. This provision shall survive the expiration of the Term or the earlier termination of this lease.

11. Insurance. The City shall keep in force at its own expense throughout the Term of this Lease, commercial general liability insurance with a limit of at least $2,000,000 per occurrence and in the aggregate for bodily injury, property damage and personal injury, and the City shall cause the Owner to be named as an additional insured on such policy. Additionally, the City shall maintain its own property insurance covering all improvements paid for by the City, equipment and personal property of the City located on or about the Premises or the Property. Upon the execution hereof and prior to January 1 during each year in the Term, the City will provide certificates of insurance evidencing the required insurance coverage.

12. Damage or Destruction. If the Premises are damaged by Casualty, the damage (excluding damage to improvements paid for by the City or equipment or personal property of the City) shall be repaired by the Owner at its expense to a condition as near as reasonably possible to the condition prior to the Casualty; provided, however, that if more than 25% of the total usable area on the Property is rendered unusable for the Permitted Uses, either party may terminate this Lease as of the date of the Casualty by giving written notice within thirty days after the Casualty; and provided, further, that the foregoing provisions of this Section 12 shall not be deemed to be a waiver in Section 10 hereof. If this Lease is not terminated, the Owner shall begin repairs within 90 days after the Casualty and shall complete the repairs within a reasonable time, subject to acts of God, strikes, delays caused by adverse weather, and other matters not within the control of the Owner and the City shall repair any improvements paid for by the City within 60 days thereafter. If the Owner fails to undertake such repairs within 90 days, then the City may, upon 30 days' written notice to the Owner and failure by the Owner within such 30 days period to commence such repairs, terminate this Lease.

13. Eminent Domain. If there is a Taking of 25% or more of the total usable area of the Premises, either party may terminate this Lease as of the date the public authority takes possession, by written notice to the other party within (30) days after the Taking. If there is a Taking of any portion of the Premises so as to render the Premises unsuitable for the City's use, the City shall have the right to terminate the Lease effective as of the date the public authority takes possession by giving written notice to the Owner within thirty (30) days after the Taking. If this Lease is so terminated, any rents and other payments shall be prorated as of the termination and shall be proportionately refunded to the City, or paid to the Owner, as the case

may be. In the event of a Taking that terminates the Lease the City acknowledges and agrees that the Owner will have no obligation to reimburse the City for any improvements paid for by the City.

14. Defaults. If the City defaults in any material obligation under this Lease and such default continues for thirty (30) days after written notice by Owner to the City, then the Owner may (a) cure the default and charge the City all costs arising therefrom without terminating this Lease, (b) terminate the lease by delivering written notice to the City, and/or (c) recover from the City all monetary damages arising in connection with the default.

The Owner's failure to enforce any provisions of this Lease or its acceptance of rent shall not be a waiver and shall not prevent it from enforcing that provision or any other provision of this Lease in the future.

15. Subordination. This Lease shall automatically be subordinate to any and all mortgages, covenants, and other liens, encumbrances, or interests that the Owner may grant in the Premises for the purposes of financing rehabilitation of the Property, obtaining permanent financing for the Property, qualifying for the Tax Credits, or other good-faith business purposes. At the request of the Owner, the City shall execute, acknowledge and deliver to the Owner any document requested by the Owner to evidence such subordination. Neither this Lease nor any memorandum of its terms shall be recorded in the real property records of Jasper County, Missouri.

16. Estoppel Certificates. Within 10 days after written request from the Owner, the City shall execute, acknowledge and deliver to the Owner a document furnished by the Owner which document may be relied upon by the Owner and any prospective purchaser or mortgagees of the Property stating (a) that this Lease is unmodified and in full force and effect (or if modified, that the Lease is in full force and effect as modified and stating the modifications), (b) the dates on which the Term begins and ends, (c) that the City has accepted the Premises and has commenced use of the Premises pursuant to this Lease, (d) that the Owner is not in default under this Lease Agreement, and (e) other information as the prospective purchaser or mortgage may reasonably require.

17. Assumption of Risks. Except as otherwise expressly provided in this Lease, the City assumes all risk of loss or damage of the City's property on or in the Premises or the Property, including any loss or damage caused by water, fire, windstorm, explosion, theft, or other cause.

18. Return of Possession to the Owner. On expiration of the Term, the City shall return possession of the Premises to the Owner, without notice from the Owner, in good order and condition, except for ordinary wear. Any property left in the Premises after expiration or termination of this Lease or after abandonment of the Premises shall be deemed abandoned by the City and shall be the property of the Owner to dispose of as the Owner chooses; provided, however, the Owner may require the City to remove any such City property and if so required,

the City shall, at its cost, shall remove such property and repair any damage associated with such removal.

19. Holding Over. If the City remains in possession of the Premises after expiration of the Term without a new lease and without the advance written consent by the Owner, or if the City remains in possession of the Premises after termination of the Lease, then the City shall be liable for monthly rent of $800.00 from and after the date of expiration of the Term or the effective date of the termination . In such event, the City shall be a tenant at sufferance and shall vacate the Premises within 10 business days of written notice from the Owner.

20. Termination for Convenience. Both the Owner and the City shall have the right to terminate this Lease for their convenience and without cause by delivering advance written notice to the other party at least ninety (90) days prior to the effective date of such termination. Upon the effective date of such termination for convenience, neither party shall have any further obligation under this Lease except for any terms which expressly survive termination.

21. Notices. Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed, receipt or, in the case of facsimile transmittal only, a facsimile transmission confirmation, such as Federal Express, courier delivery, facsimile transmission, or if mailed, registered of certified mail, return receipt requested, to the following addresses, or to such other address as may be specified from time to time in writing by the Owner or the City:

To the City: _____

_____

_____

To the Owner: Joplin Leased Housing Associates II, Limited Partnership

2905 Northwest Boulevard, Suite 150

Plymouth, MN 55441

Attention: Mark S. Moorhouse

with a copy to:

Winthrop & Weinstine, P.A.

225 South Sixth Street, Suite 3500

Minneapolis, MN 55402

IN WITNESS WHEREOF, the Owner and the City have executed this Lease effective as of the dated stated in the first paragraph of this Lease.

OWNER:

JOPLIN LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: Joplin Leased Housing Associates II, LLC, a Minnesota limited liability company (doing business in Missouri as Joplin Leased Housing Associates GP II, LLC)
Its: General Partner

By: _____
Paul R. Sween, Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by Paul R. Sween, Vice President of Joplin Leaseed Housing Associates II, LLC, a Minnesota limited liability company, the general partner of Joplin Leased Housing Associates II, Limited Partnership, a Minnesota limited partnership, on behalf of the partnership.

_____
Notary Public

CITY:

CITY OF JOPLIN

By: _____

Name: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

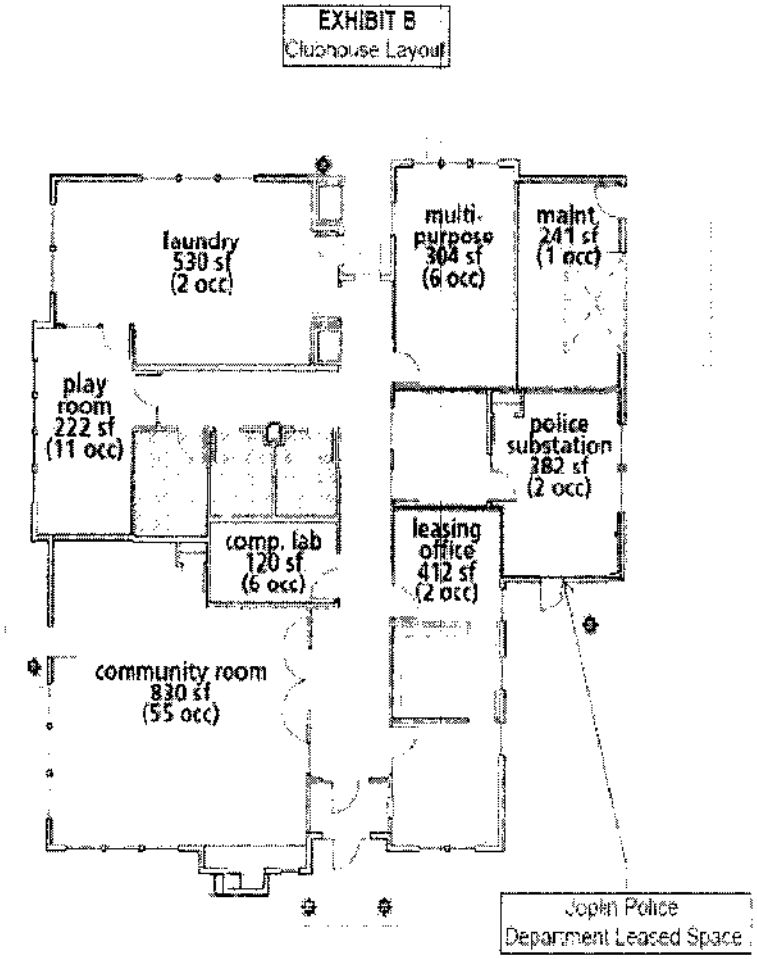
The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by _____, _____ of the City of Joplin, a municipal corporation, on behalf of the municipality.

_____
Notary Public

EXHIBIT A

Beginning at the Southeast corner of Lot Numbered One (1) of BANKER'S SECOND ADDITION, thence South 84°56'30" West a distance of 289.86 feet, thence North 04°58'30" West a distance of 149.98 feet, thence South 84°56'30" West a distance of 469.48 feet, thence South 46°10' East a distance of 174.08 feet, thence South 73°40' West a distance of 8.1 feet, thence South 45°56' East a distance of 222.2 feet, thence South 85°00'30" West a distance of 195.09 feet, thence South 25°26'30" East a distance of 852.72 feet, thence North 84°57'30" East a distance of 83.76 feet, thence North 04°58'30" West a distance of 450.13 feet, thence North 84°57'30" East a distance of 320.14 feet, thence North 04°58'30" West a distance of 499.92 feet to the point of beginning. Being Lot Two (2) BANKER'S SECOND ADDITION, and vacated Wisconsin Avenue adjoining said Lot 2, and Miscellaneous Tract 40, and part of Miscellaneous Tract 41, in Section 11, Township 27, Range 33, and Lots 68 to 73 inclusive in CAMPBELL'S SEVENTH ADDITION, in the City of Joplin, Jasper County, Missouri, according to the recorded Plats thereof.

EXHIBIT B



6692120v3

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: May 7, 2012
ITEM: Council Bill No. 2012-611 Child Sexual Prevention Predator Program (CSPP)

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2012-611; Memorandum of Understanding (MOU)

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 4-20-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 4-30-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 4/24/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 4-20-12

INTRODUCTION:

This MOU involves several area police agencies. It relates to a grant that will be facilitated by the Jasper County Sheriff's Office providing overtime reimbursement. The intent of the grant is to facilitate locating and verifying the addresses of registered sex offenders.

SUMMARY/DISCUSSION:

As the largest city in the area, the City of Joplin has a significant number of registered offenders. The verification function is normally a function of the Sheriff's office in each jurisdiction; however, staffing limitations are always a challenge to regular verification. It is clearly in the best interests of the citizens of Joplin if verification is completed efficiently. Each signatory of this agreement is providing assistance to the other agencies, allowing each to contribute to the successful tracking in their own jurisdiction. Essentially, each participating agency receives reciprocal assistance in return for helping one another. Each agency is reimbursed for overtime hours worked outside their own jurisdiction on this project.

Sex offender registration and address verification is important, but time consuming work. Most Sheriff's offices have heavy workloads of their own. Failure to track these individuals affects Joplin very directly and I appreciate the Sheriff's initiative in seeking out this grant, thereby allowing the Joplin Police Department an opportunity to contribute to the efficient completion of this work.

RECOMMENDATION:

Staff recommends this Council Bill be passed on First Reading.

LJR/ts
attachment

COUNCIL BILL NO. 2012-611 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin, Missouri, a Municipal corporation, and The Jasper County Sheriff's Office, dealing generally with the City becoming a Participating Agency in the Offender Identification System relating to the Child Sexual Prevention Predator Program (CSPP); authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

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

Section 1. That the Memorandum of Understanding (MOU) by and between the City of Joplin, Missouri, a Municipal corporation, and The Jasper County Sheriff's Office, dealing generally with the City becoming a Participating Agency in the Offender Identification System relating to the Child Sexual Prevention Predator Program (CSPP), a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3. That this Ordinance dealing with public health, safety, and welfare, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, the same 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

Memorandum of Understanding
Child Sexual Prevention Predator Program (CSPP)

This Memorandum of Understanding ("MOU") is entered into, by, and among the following agencies participating in the Child Sexual Predator Prevention Program (CSPP), hosted by the Jasper County (MO) Sheriff's Office.

Agencies participating in the Child Sex Predator Prevention Program (CSPP):

- Jasper County Sheriff's Office (HOST Agency)
- Barry County Sheriff's Office (OID)
- Barton County Sheriff's Office (OID/COBRA/O.T.)
- Carthage Police Department (O.T)
- Christian County Sheriff's Office (O.T.)
- Dade County Sheriff's Office (OID/COBRA/O.T.)
- Greene County Sheriff's Office (OID/COBRA/O.T.)
- Joplin Police Department (O.T.)
- Lawrence County Sheriff's Office (O.T.)
- McDonald County Sheriff's Office (OID/COBRA/O.T.)
- Stone County Sheriff's Office (OID/COBRA/O.T.)
- Taney County Sheriff's Office (OID/O.T.)
- US Marshal's Office (COBRA cTac Viewer)
- US District Attorney's Office (COBRA cTac Viewer)
- Vernon County Sheriff's Office (OID/COBRA/O.T.)
- Webster County Sheriff's Office (OID)

The foregoing listed criminal justice agencies will hereinafter each be known as "Agency", as defined by the Criminal History Records Information Act, hereinafter known as "CHRIA". This list may be amended from time to time as necessary to reflect the full and complete list of all Agencies participating in the initiative set forth hereunder. The undersigned acknowledges and agrees that an update to this list as is necessary to reflect the foregoing shall not require this MOU to be re-executed. Any such updated list is incorporated by reference into this MOU.

The Jasper County Sheriff's Office is an accommodation party to this MOU by virtue of the fact that the Administration has provided funding for the purchase of hardware, software and professional services including system design, maintenance and support. The OID (Offender Identification) central server is securely hosted in the Jasper County Sheriff's Office.

WITNESSETH

Whereas the foregoing listed "Agencies" have agreed to share offender information using and automated OID System in an effort to create and maintain an iris

database of registered sex offenders, verify offenders are residing at their registered address, locate and enroll offenders who have not registered, enhance criminal investigations and solve crimes within the jurisdictions of the participating agencies and that this data sharing effort is known as the CSPP.

Whereas each Agency understands that in order to become a Participating Agency as defined in this agreement, and gain the rights and responsibilities pertaining to such status, said Agency must sign this MOU; and

Whereas it is recognized that no single law enforcement agency can combat the Sexual Predator problem in Southwest Missouri alone; and

Whereas it is necessary for the participating law enforcement agencies with the CSPP to communicate effectively to achieve this objective; and

Whereas it is recognized that the participating law enforcement agencies are defined as Criminal Justice Agencies by the Criminal History Records Information Act; and

Whereas it is recognized that, in order to facilitate the sharing of information between participating law enforcement agencies, that certain protocols and assurances must exist between these law enforcement agencies.

Now therefore, in an attempt to increase the number of crimes that can be solved and/or prevented with information shared between participating law enforcement agencies, each Agency agrees to:

a. Become a Participating Agency as defined in the Agreement.

b. Any Participating Agency receiving the COBRA system must also sign a Cornerstone Consortium Initiative MOU.

c. If applicable, install and use the Offender Identification System.

d. Designate a Commissioned Officer to be the Primary Point of Contact (PPOC) for the CSPP.

e. Designate a Commissioned Officer to be tasked with conducting registration compliance sweeps and fugitive apprehension operations against sex offenders throughout the region (can be the same individual as the PPOC).
    a) This Officer will be deputized as a US Marshal.
    b) This Officer must attend the mandatory training to be announced at a later date.
    c) The mandatory training will be approximately 5 days and will not be reimbursed by the CSPP.

f. The designated Commissioned Officer will be eligible to receive Overtime reimbursement for participating in CSPP enforcement in other Participating Agency's jurisdictions.
    a) Participating Agencies will be reimbursed at a rate equal to one and a half times the Officer's normal hourly rate.
    b) Designated Officers will not be reimbursed for CSPP activities in their home jurisdiction.
    c) Designated Officers must participate in CSPP enforcement activities which are scheduled within their home jurisdiction.

g. Generally be bound by all relevant terms in the Agreement.

h. Make information from OID system available to all other Participating Agencies, in accordance with this MOU and with CHRIA.

i. Generally participate in good faith to the fullest extent of its capabilities in support of the CSPP.

j. Ensure that the data shared via OID shall be restricted to only that data which is factual in nature and is collected by that Agency in the course of normal daily business.

k. Ensure that any Intelligence Information, as defined under CHRIA, will only be shared in compliance with CHRIA.

l. Ensure that any information received via OID will be disseminated outside of their respective Agencies only in accordance with CHRIA. This practice is known as "Secondary Dissemination".

m. Ensure only Agency personnel with proper training be allowed to enroll and change data contained within the OID system to help ensure its accuracy.

n. Ensure that access to OID is restricted to authorized Agency personnel and further; ensure that security is sufficient to guarantee that no unauthorized person would have access to any systems capable of accessing OID.

o. Ensure that the data shared via OID is accurate and timely.

All Agencies signing this MOU understand the information shared via OID may contain information that protected by § 9106 of the Criminal History Records Act.

Memorandum of Understanding
Child Sexual Prevention Predator Program (CSPP)

Access to the OID system by any Agency will not be permitted without executing this MOU.

Violation of any of the terms of this MOU may result in sanctions up to, and including, suspension or termination of Agency access to the information contained within the Offender Identification Database.

This MOU may be executed in multiple copies that will all be construed as one integrated whole. Further, upon execution of this MOU, the undersigned Participating Agency will forward an original signed copy to the Jasper County Sheriff's Office, with attention to: CSPP Administrator.

This MOU is terminable at will. Any Agency wishing to end its participation in CSPP must provide the Jasper County Sheriff's Office with thirty (30) days written notice of its intent to terminate its participation. Upon termination, all data submitted to the OID System by the terminating Agency shall remain with the Central Server. All hardware or software related to the CSPP must be returned to the Jasper County Sheriff's Office, attention to CSPP Administrator.

By executing this MOU, each undersigned Agency memorializes its agreement to participate in the CSPP and be bound by this MOU.

This MOU is entered into on the following date: _____.

Agency Signatures:

_____
Jasper County Sheriff's Office
Authorized Signature

_____
Typed Name and Title

_____
Date

_____
Participating Agency
Authorized Signature

_____
Typed Name and Title

_____
Date

Sexual Offender Compliance Check Operation

Tentative Schedule

April 23rd & 24th Training held at Joplin Holiday Inn.

Monday, April 30th - Wednesday, May 3rd
Compliance Operation: Jasper County Sheriff's Office
315 Offenders
Man Power: 20

Monday May, 14th
Compliance Operation: Barton County sheriff's Office
25 Offenders
Man Power: 4

Tuesday, May 15th
Compliance Operation: Vernon County Sheriff's Office
90 Offenders
Man Power: 8

Monday, May 28th
Compliance Operation: Lawrence County Sheriff's Office
125 Offenders
Man Power: 12

Tuesday, June 5th
Compliance Operation: Christian County Sheriff's Office
100 Offenders
Man Power: 10

Wednesday, June 13th
Compliance Operation: McDonald County Sheriff's Office
65 Offenders
Man Power: 8

Tuesday, June 19th
Compliance Operation: Stone County Sheriff's Office
80 Offenders
Man Power: 8

Wednesday, June 20th
Compliance Operation: Taney County Sheriff's Office
160 Offenders
Man Power: 20

Monday, June 25th - Friday June 29th
Compliance Operation: Green County Sheriff's Office
620 Offenders
Man Power: 20

*** Additional dates to be announced as they are determined to be needed***

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012
Council Bill No. 2012-612
Item: Agreement to install sports lighting at the Cunningham Family Aquatic Center.

Attachments: 1) Agreement
2) Council Bill No. 2012-612

Parks and Recreation: Chris Cotten	Date:
Finance Department: Leslie Jones	Date: 4/24/12
City Attorney: Brian Head	Date: 4/25/12
City Manager: Mark Rohr	Date: 4-30-12

Recommended Action: An authorization to enter into an agreement with Bill's Electric, Inc. to install sport's lighting at the Cunningham Pool in order to offer night time programming.

Background: As a part of the rebuild effort of the Cunningham Park and to increase night time programming opportunities for families and children an RFP was issued to install sport's lighting at the Cunningham Pool. Installing lights at the facility would enable us to utilize the pool into the evening hours, offer special programming for families and teens and reduce the risk of skin cancer for fair skinned residents of Joplin while allowing them access to public swimming.

Discussion: This project would be funded through the Wal-Mart grant that was set up to rebuild Cunningham Park. Lee Siler, with the Wal-Mart Foundation, has approved the use of part of the funds for this project.

Recommendation: Staff recommends the approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2012-612 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the City of Joplin and Bill's Electric, Inc., dealing generally with the purchase and installation of sports lighting at the Cunningham Pool; amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin and Bill's Electric, Inc., dealing generally with the purchase and installation of sports lighting at the Cunningham Pool, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That Fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 be amended by increasing appropriations by the total amount of Forty-Four Thousand, Five Hundred Thirty Dollars ($44,530.00.).

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

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

Section 5. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in Account No. 115-6532-560-5091, to pay the amount of $44,530.00.

Leslie Jones, Director of Finance

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made on this _____ day of _____, 2012, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Bill's Electric, Inc., P.O. Box 707, Webb City, Missouri, 64870, hereinafter referred to as the "Consultant" is for professional services, (the "Project").

WHEREAS, the City desires to retain a professional firm for installing pool lights at Cunningham Pool;

WHEREAS, the City published a request for bid proposals for services and Consultant submitted a bid proposal that was low bid that the City's Director of Parks and Recreation recommends that the City accept; and

WHEREAS, the parties desire to memorialize the terms of their Agreement for Professional Services in writing.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

A. Complete all services and contract specifications as outlined and stated in the Request for Bid Proposal #2012-12, attached hereto and incorporated herein by reference in its entirety as Attachment A. All covenants, conditions, specifications and terms contained in Attachment A are a part of this Agreement. Consultant's Bid#2012-12 is also attached hereto and incorporated herein as Attachment B.

ARTICLE II - AGREEMENT TIME

This Agreement becomes effective upon execution of this Agreement and it will terminate upon the completion of Consultant's duties and obligations under this Agreement. The Consultant will commence its work and services on or about June 1, 2012, with and will complete its work within thirty (30) days of the commencement date, unless both parties extend such completion date in a signed written agreement. Consultant will have continuous access to the equipment during normal weekday working hours.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Consultant shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City. Such consent shall not be unreasonably withheld.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports and other materials produced in connection with this Agreement shall be retained by the Consultant. Consultant shall provide copies for City of such records upon request.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in its Proposal, including the staff described in the Proposal.

2. Deliver in a timely manner all services specified in the Proposal.

3. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good construction practices. If

Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without additional reimbursement from City, the constructions and engineering practices necessary to correct errors and omissions cause by Consultant's failure to comply with above standard and reported to Consultant within one year from the completion of Consultant's services for this Project.

4. Liquidated damages are in lieu of all other damages for default or delay, including but not limited to consequential damages, and shall in no event be assessed against this Contractor in excess of $100 per day and 10% of the contract in total.

ARTICLE V - INDEMNIFICATION

1. Indemnification by City. City agrees to save harmless Consultant from any and all claims arising from any act or negligence of City or any of its agents, contractors, servants, employees or licensees, and from any and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Consultant by reason of any such claim, City, upon notice from Consultant, covenants to resist or defend at City's expense such action or proceeding by counsel reasonably satisfactory Consultant.

2. Indemnification by Consultant. Consultant agrees to save harmless City from any and all claims arising from any act or negligence of Consultant or any of its agents, contractors, servants, employees or licensees, and from any and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim, Consultant, upon notice from City, covenants to resist or defend at Consultant's expense such action or proceeding by counsel reasonably satisfactory City. Consultant represents that its company is exempt from carrying worker's compensation insurance on its employees, and Consultant agrees to hold harmless and indemnify City for any claim made against the city for or from any injured employee or contract of Consultant.

ARTICLE VI - COSTS AND PAYMENTS

1. The total price for the work shall not exceed $44,530.00. The Consultant is entitled to receive partial payment for work completed on the project. Said work is subject to inspection by the City and certification before said invoice shall be paid. Invoices shall be submitted on a monthly basis as work is completed. Each invoice will be due and payable within fifteen (15) days of receipt. City shall make final payment after the final inspection and certification is complete.

ARTICLE VII - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties. It is expressly understood that all terms, conditions and covenants embodied in the City's Request for Bid Proposal, Attachment "A", and Consultant's Bid, Attachment "B", are fully incorporated into this Agreement, and if there is a conflict between this Agreement and either Attachment, the terms in this Agreement shall control.

ARTICLE VIII – MISCELLANEOUS

A. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

B. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

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

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City or Consultant be required to institute legal action to enforce any of its rights set forth in this Agreement, then each party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as a result of breaching this Agreement, as determined by the Court in any such cause of action.

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

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

G. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein

H. ACTS OF GOD. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability, of material from usual sources, government priorities or request or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written above.

FOR THE CONSULTANT

BY: _____

President, Bill's Electric, Inc.

ATTEST: _____

FOR THE CITY

BY: _____
R. Mark Rohr
City Manager

APPROVED AS TO FORM:

_____
Brian W. Head,
City Attorney

Attachment A
(8 pages)

CITY OF JOPLIN, MISSOURI

BID PACKAGE

#2012 RFP 20

For

Cunningham Pool Lights

Joplin Parks and Recreation
3010 W. First Street
Joplin, Missouri 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 2pm, Monday, April 23, 2012 at the Joplin Parks and Recreation Department 3010 W. First Street, Joplin, Missouri, 64801 to PURCHASE the following:

Cunningham Pool Lights

Specifications are available from Chris Cotten Parks Dept., by calling 417-624-6937 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Jones, CPA
Finance Director

Publication Date: Friday, April 6, 2012.

Request for Qualifications
City of Joplin, Missouri Aquatic Center

The City of Joplin is soliciting Requests for Proposals from qualified electrical Firms to furnish and install outdoor athletic field sports lighting at the Cunningham Park Family Aquatic Center located in Cunningham Park located off of 26th and Maiden Lane in Joplin, Missouri. Upon review of proposals received in response to this Request for Proposals (RFP), the City of Joplin anticipates awarding a single contract for the services requested.

Sealed proposals will be accepted until 2pm on April 23, 2012 at the Joplin Parks and Recreation Office located at 3010 W. First Street Joplin, Missouri 64801.

BID PROPOSAL

Joplin Pool Bid Proposal
Joplin Pool Lighting Project
Joplin, MO

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

A. Contract Price: $_____

B. 10-Year Life Cycle Operating Cost Total: $_____
(From Section 1.3, Item H)

C. Total Project Cost: $_____
(Add Bid item "A" and "B")

_____
Company Name

_____
Authorized Signature

_____
Address

_____
City/State/ZIP

_____
Telephone

_____
Date

SECTION 16526 – SPORTS FIELD LIGHTING

PART 1 – GENERAL

1.1 SUMMARY

A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
B. The purpose of these specifications is to define the performance and design standards for Joplin Pool. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth by the criteria set forth in these specifications.
C. The sports lighting will be for the following fields:
   1. Pool
   2. Deck and Pool Area
D. The primary goals of this sports lighting project are:
   1. Life Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate.

1.2 LIGHTING PERFORMANCE

A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.

Area of Lighting	Average Constant Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Pool	40 footcandles	2.0:1.0	81	10' x 10'
Deck and Pool Area	30 footcandles	6.5:1.0	228	10' x 10'

B. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, the pole mounting heights from the playing field surface shall be 50'

1.3 LIFE CYCLE COSTS

A. Energy Consumption: The average kWh consumption for the field lighting system shall be 14.08 or less.
B. 10-Year Life Cycle Cost: Manufacturer shall submit 10-year life cycle cost calculations as follows. Equipment price and total life cycle cost shall be entered separately on bid form.

a.	**Luminaire energy consumption** # luminaires x __kW demand per luminaire x $ .08 kWh rate x 300 annual usage hours x 10 years		
	TOTAL 10-Year Life Cycle Operating Cost	=	

1.4 WARRANTY AND GUARANTEE

A. 10-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

1.5 DELIVERY TIMING

A. Equipment On-Site: The equipment must be on-site 4-6 weeks from receipt of approved submittals and receipt of complete order information.

1.6 PRE-BID SUBMITTAL REQUIREMENTS

A. Approved Product: Musco's Light-Structure Green™ System is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
B. Design Approval: The owner / engineer will review pre-bid shop drawings from the manufacturer's to ensure compliance to the specification. If the design meets the design requirements of the specifications, a letter will be issued to the manufacturer indicating approval for the specific design submitted.

1.7 ALTERNATE SYSTEM REQUIREMENTS

A. Compliance to Specifications: Acceptance of a bid alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in the prior approval submittal documents.

B. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the field for 5000 hours. If a constant light level cannot be provided, a maximum Recoverable Light Loss Factor of 0.70 shall be applied to the initial light level design to achieve the following Initial and maintained light levels. For alternate systems, scans for both initial and maintained light levels shall be submitted.

Area of Lighting	Average Initial Light Levels	Average Target/Maintained Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Pool	57.1 footcandles	40 footcandles	2.0:1.0	81	10' x 10'
Deck and Pool Area	42.9 footcandles	30 footcandles	6.5:1.0	228	10' x 10'

C. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing.

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

A. System Description: Lighting system shall consist of the following:
1. Galvanized steel poles and crossarm assembly.
2. Pre-stressed concrete base embedded in concrete backfill allowed to cure 12-24 hours before pole stress is applied. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation be located a minimum of 18 inches above final grade. The concrete shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
3. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
4. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and touch-safe fusing to indicate when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
6. Lighting Contactor Cabinet constructed of NEMA Type 4 aluminum, designed for easy installation with custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided.

B. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

C. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated for protection against corrosion and stress corrosion cracking. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

D. Lightning Protection: All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall supply and install a ground rod of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Ground rod should be connected to the structure by a copper main down conductor with a minimum size of #2 for poles with less than 75' mounting height and 2/0 for poles with more than 75' mounting height.

E. Safety: All system components shall be UL Listed for the appropriate application.

F. Electric Power Requirements for the Sports Lighting Equipment:
1. Electric power: 120 Volt, 3 Phase
2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

2.2 STRUCTURAL PARAMETERS

A. Support Structure Wind Load Strength: Poles and other support structures, brackets, arms, bases, anchorages and foundations shall be determined based on the 2009 IBC Building Code, wind speed of +0, exposure category C and an importance factor of 1.0. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.

B. Structural Design: The stress analysis and safety factor of the poles shall conform to AASHTO 2009 (LTS-5) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

C. Soil Conditions: The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2009 IBC. It shall be the contractor's responsibility to notify the owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the owner's approval / payment for additional costs associated with:
   a) Providing engineered foundation embedment design by a registered engineer in the State of MO
   b) Additional materials required to achieve alternate foundation.
   c) Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

A. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted at time of bid to allow for accurate pricing.

PART 3 – EXECUTION

3.1 FIELD QUALITY CONTROL

A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.

B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:
   1. Manufacturer shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
   2. Manufacturer shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of $1,000.00 (one thousand dollars) for each additional fixture required.
   3. Manufacturer or Contractor shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

SUBMITTAL CHECKLIST

Design Submittal Data Checklist and Certification

All items listed below are mandatory, shall comply with the specification, and be submitted 10 days prior to bid.

Tab	Item	Description
A	Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
B	Equipment Layout	Drawing(s) showing field layouts with pole locations.
C	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by, and other pertinent data b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y). Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of light level test meter above field surface e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor. f. Alternate manufacturers shall provide both initial and maintained light scans using a maximum 0.70 Light Loss Factor to calculate maintained values.
E	Life Cycle Cost Calculation	Document life cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 10 years.
F	Photometric Report	Provide photometric report for a typical luminaire used showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
G	Luminaire Aiming Summary	Document showing each luminaire's aiming angle and the poles on which the luminaries are mounted. Each aiming point shall identify the type of luminaire.
H	Structural Information	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of MO. (May be supplied upon award.)
I	Control System	Manufacturer shall provide written definition and schematics for lighting contactor cabinet(s).
J	Electrical Distribution Plans	If bidding an alternate system, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of MO.
K	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed per specification for 10 years.
L	Warranty	Provide written warranty information including all terms and conditions.
M	Project References	Manufacturer to provide a list of project references of similar projects completed within the past three years.
N	Product Information	Complete set of product brochures for all components, including a complete parts list, UL Listings, and Manufacturers Certificate of Corrosion Protection.
O	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
P	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.

I understand that the information supplied herein shall be used for the purpose of complying with the specifications for Joplin Pool. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____ **Signature:** _____

Contact Name: _____ **Date:** _____

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are 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, and will provide an Affidavit of Compliance to the City stating the same.

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

Attachment B (5 pages) 1

B E I

Bill's Electric, Inc.
P.O. Box 707
Webb City, MO 64870-0707
(417) 624-6660 Fax (417) 624-6966
E-mail: bei@beijoplin.com

Proposal

Chris Cotten
City of Joplin
3010 W. 1st Street
Joplin, MO 64801

April 23, 2012

We are pleased to offer a quote for the following:

CUNNINGHAM POOL LIGHTS

For furnishing and installing (3) 50' Musco poles with (3) 1500 watt fixtures per each pole. We will provide all materials and labor necessary for this project based on plans and specs.

Base Bid - $44,530.00

Notes:
1. If the City will pay Musco direct, we will deduct $1,300.00 from base bid.
2. If we hit solid rock while drilling holes there will be a cost of $600.00 per cubic yard.

If you have any questions please contact Johnny Reavis at 417-437-0492.

We propose hereby to furnish material and labor--complete in accordance with above specifications, for the sum of: ***See price above***

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Note: This proposal may be with drawn by us if not accepted within **Thirty (30)** days.

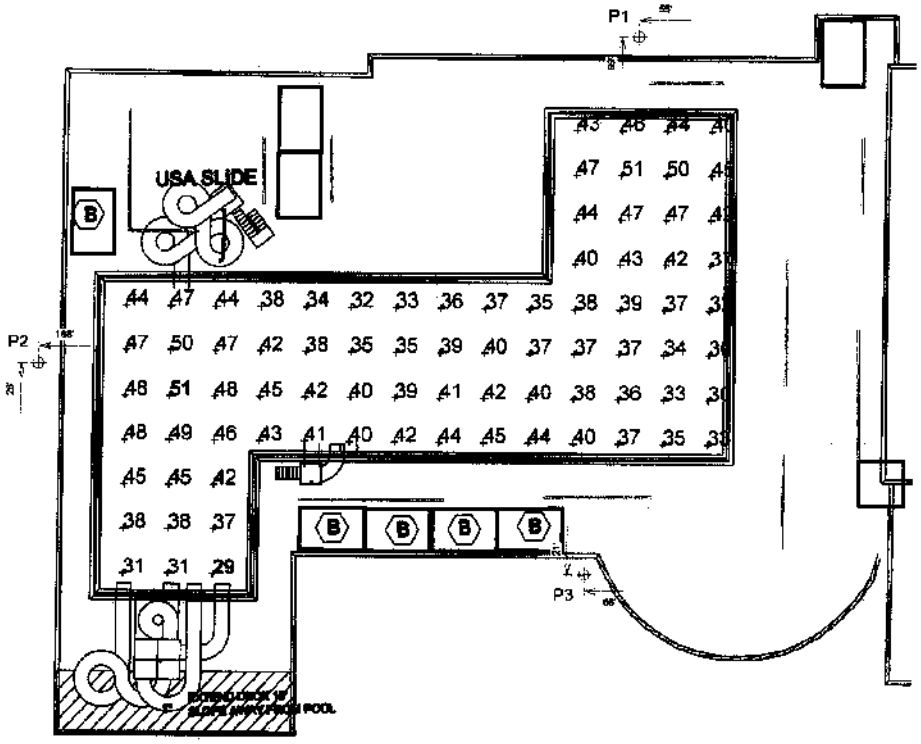
Date of Acceptance: _____

Signature: _____

Authorized Signature: *Johnny Reavis*
Johnny Reavis, General Superintendent

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	TYPE CODE	OTHER CODE
3	P1-P3	50'	-	50'	1500W MZ	3	3	0
3	← TOTALS →					9	9	0



SCALE IN FEET 1 : 30

0' 30' 60'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

MUSCO GREEN GENERATION LIGHTING

GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

Pool
Joplin Pool
Joplin,MO

Pool
- Size: 10' x 10'
- Grid Spacing = 10.0' x 10.0'
- Values given at 3.0' above grade

Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens/Lamp:	134,000

CONSTANT ILLUMINATION
HORIZONTAL FOOTCANDLES

	Entire Grid
No. of Target Points:	81
Average:	40.6
Maximum:	51
Minimum:	29
Avg/Min:	1.38
Max/Min:	1.76
UG (Adjacent Pts):	1.26
CV:	0.14

Average Lamp Tilt Factor:	1.000
Number of Luminaires:	9
Avg KW over 5,000:	14.08
Max KW:	15.3

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall be +/-10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

By: Brett Morris

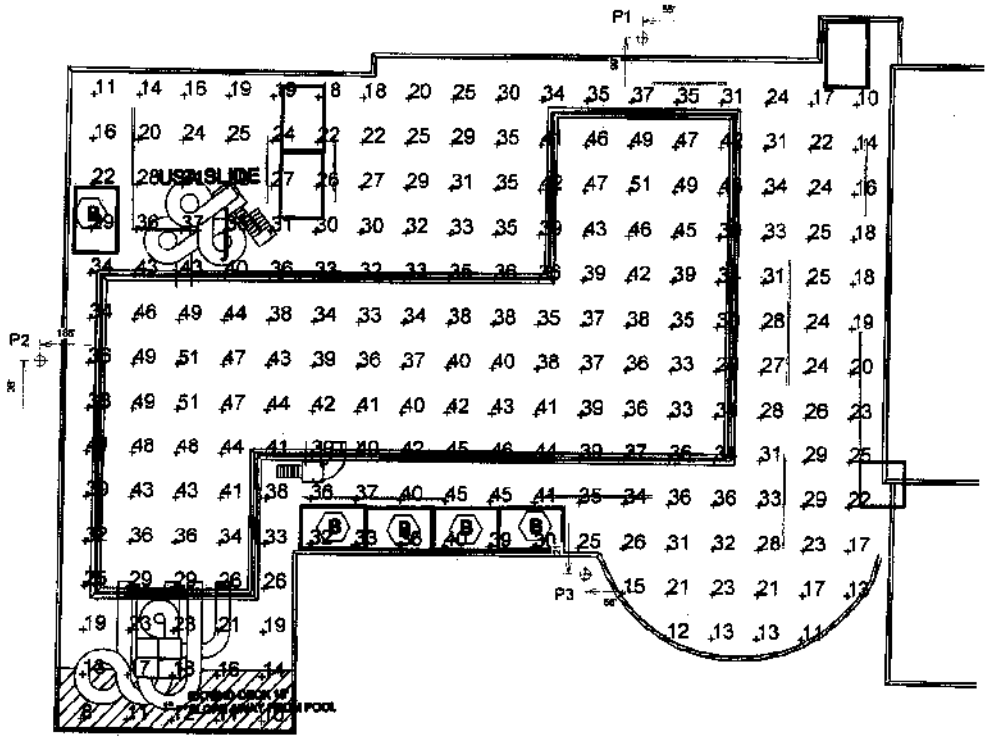
File # 157861 Date: 13-Mar-12

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Print Date (13/Mar/2012) & Time (15:10)

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	TYPE / GRID	OTHER GRIDS
3	P1-P3	50'	-	50'	1500W MZ	3	3	0
3	TOTALS					9	9	0



MUSCO. GREEN GENERATION LIGHTING™

GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

Pool
Joplin Pool
Joplin,MO

Entire Area
Size: 10' x 10'
Grid Spacing = 10.0' x 10.0'
Values given at 3.0' above grade

Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens/Lamp:	134,000

CONSTANT ILLUMINATION
HORIZONTAL FOOTCANDLES

	Entire Grid
No. of Target Points:	228
Average:	31.6
Maximum:	51
Minimum:	8
Avg/Min:	3.74
Max/Min:	6.00
UG (Adjacent Pts):	1.81
CV	0.32

Average Lamp Tilt Factor:	1.000
Number of Luminaires:	9
Avg KW over 5,000:	14.08
Max KW:	15.3

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall be +/-10% in accordance with IESNA RP-8-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

By: Brett Morris

File #: 157861 Date: 13-Mar-12

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Print Date (13/Mar/2012) & Time (15:10)

musco.
GREEN GENERATION LIGHTING

GUARANTEED PERFORMANCE

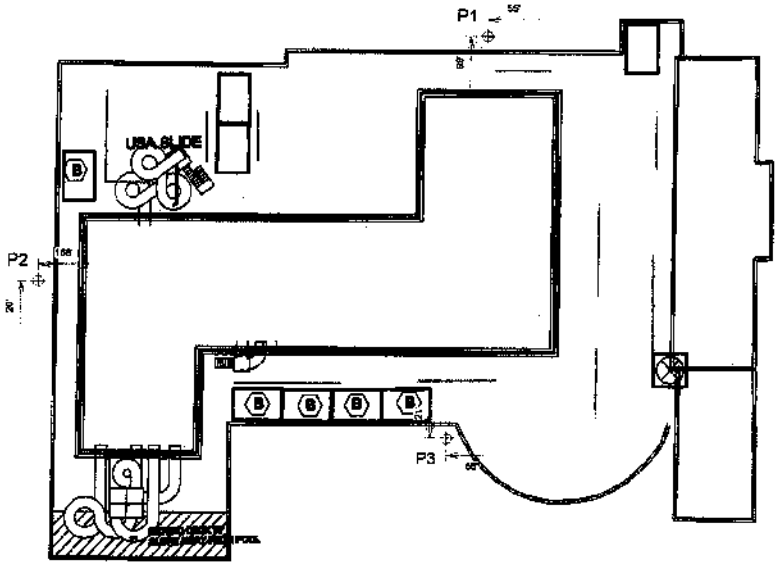
EQUIPMENT LAYOUT

Joplin Pool
Joplin,MO

INCLUDES:
Pool

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.



EQUIPMENT LIST FOR AREAS SHOWN

	Pole			Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE
3	P1-P3	50'	-	50'	1500W MZ	3
3	TOTALS					9

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (50)	220 (60)	240 (40)	277 (50)	347 (60)	380 (40)	480 (50)
1500 watt MZ	8.6	7.7	7.5	6.5	5.1	-	3.7

SCALE IN FEET 1 : 40
0 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

By: Brett Morris
File #: 157861 Date: 13-Mar-12

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Print Date (13/Mar/2012) & Time (15:10)

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2012Rep20 BID ITEM DESCRIPTION: Cunningham Pool Lights

BID OPENING DEADLINE: 2:00 4/23/2012 DEPARTMENT: Parks & Recreation

REQUISITION NUMBER: _____ DATE & TIME OPENED: 4/23/2012 2:00

OPENED BY: Regina Goodin WITNESSED BY: _____

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Bills Electric	4/23/2012	Johnny Davis	417 624 4000		$44,530.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012
Council Bill No. 2012-613
Item: Well Pump Replacement Schifferdecker Golf Course

Attachments: 1) Agreement
2) Council Bill No. 2012-613

Parks and Recreation: Chris Cotten	Date:
Finance Department: Leslie Jones	Date: 4/26/12
City Attorney: Brian Head	Date: 4/26/12
City Manager: Mark Rohr	Date: 4-26-12

Recommended Action: The authorization to replace the well pump at the Schifferdecker Golf Course in the amount of $96,840.

Background: When the softball complex was designed, the decision was made to use the pond from Schifferdecker Golf Course to water the softball fields. The pond is currently used to water the golf course. The pump that sends the water from the pond to the golf course and to the softball fields was updated and handles the load with no problems. However, the pump that is 700 feet below the surface is thirty years old and no longer functioning optimally. Specifically, the pump is only producing 1/3 the capacity of the original design. Last summer, the well pump was not able to keep up with the demand to water both the golf course and the softball complex. As a result the golf course fairways were not as heavily watered as they could have been.

It has been determined that there is additional water loss through the current well pipe and that the current 4" pipe is not of sufficient size to allow enough water to keep the pond full for use at both facilities regardless of the horsepower of the motor attached. A new 5" line will have to be installed in order to reach 500 gallons per minute which is what it will take to keep the pond full for use by both facilities. During last year's hot summer the pond drew down 12 feet and we could not keep it full enough to water all the facilities. As a result the pump ran non-stop for almost the entire summer. The pump current pump is not designed for that work load.

Discussion:

The funding for this project would come through savings from phase two of the softball complex. City staff has worked to reduce costs of bringing phase two of the softball complex on line in order to accomplish this. Originally estimates were given from Tiff City Pump, Letts & Demery Pump, Inc. and Alliance Pump. When the formal bid was advertised only Alliance Pump responded.

Recommendation: Staff recommends the approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2012-613 ORDINANCE NO.

AN ORDINANCE approving and authorizing the purchase and installation of a replacement submersible well pump and motor from Alliance Pump & Mechanical Service, Inc., dealing generally with pumping water from the Schifferdecker Golf Course pond to the Schifferdecker Golf Course as well as to the Softball Complex ballfields; amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and containing an emergency clause.

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

Section 1. That the purchase and installation of a replacement submersible well pump and motor from Alliance Pump & Mechanical Service, Inc., by the City, is hereby approved and authorized.

Section 2. That Fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 be amended by increasing appropriations by the total amount of Ninety-Six Thousand, Eight Hundred Forty Dollars ($96,840.00.).

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

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

Section 5. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in Account No. 130-6550-560-8505, to pay the amount of $96,840.00.

Leslie Jones, Director of Finance

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made on this _____ day of _____, 2012, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Alliance Pump & Mechanical Service, Inc., Independence, Missouri, 64050, hereinafter referred to as the "Consultant" is for professional services, (the "Project").

WHEREAS, the City desires to retain a professional firm to furnish labor and equipment for removal and installation of a submersible pump at Schifferdecker Golf Course, as more specifically set forth in the request for bid proposal;

WHEREAS, the City published a request for bid proposals for services and Consultant submitted a bid proposal that was low bid that the City's Director of Parks and Recreation recommends that the City accept; and

WHEREAS, the parties desire to memorialize the terms of their Agreement for Professional Services in writing.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

A. Complete all services and contract specifications as outlined and stated in the Request for Bid Proposal #2012-04, attached hereto and incorporated herein by reference in its entirety as Attachment A. All covenants, conditions, specifications and terms contained in Attachment A are a part of this Agreement. Consultant's Bid#2012-04 is also attached hereto and incorporated herein as Attachment B.

ARTICLE II - AGREEMENT TIME

This Agreement becomes effective upon execution of this Agreement and it will terminate upon the completion of Consultant's duties and obligations under this Agreement. The Consultant will commence its work and services on or about June 1, 2012, with and will complete its work within thirty (30) days of the commencement date, unless both parties extend such completion date in a signed written agreement. Consultant will have continuous access to the equipment during normal weekday working hours.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Consultant shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City. Such consent shall not be unreasonably withheld.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports and other materials produced in connection with this Agreement shall be retained by the Consultant. Consultant shall provide copies for City of such records upon request.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in its Proposal, including the staff described in the Proposal.

2. Deliver in a timely manner all services specified in the Proposal.

3. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in

accordance with customarily accepted good construction practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without additional reimbursement from City, the constructions and engineering practices necessary to correct errors and omissions cause by Consultant's failure to comply with above standard and reported to Consultant within one year from the completion of Consultant's services for this Project.

4. Liquidated damages are in lieu of all other damages for default or delay, including but not limited to consequential damages, and shall in no event be assessed against this Contractor in excess of $100 per day and 10% of the contract in total.

ARTICLE V - INDEMNIFICATION

1. Indemnification by City. City agrees to save harmless Consultant from any and all claims arising from any act or negligence of City or any of its agents, contractors, servants, employees or licensees, and from any and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Consultant by reason of any such claim, City, upon notice from Consultant, covenants to resist or defend at City's expense such action or proceeding by counsel reasonably satisfactory Consultant.

2. Indemnification by Consultant. Consultant agrees to save harmless City from any and all claims arising from any act or negligence of Consultant or any of its agents, contractors, servants, employees or licensees, and from any and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim, Consultant, upon notice from City, covenants to resist or defend at Consultant's expense such action or proceeding by counsel reasonably satisfactory City. Consultant represents that its company is exempt from carrying worker's compensation insurance on its employees, and Consultant agrees to hold harmless and indemnify City for any claim made against the city for or from any injured employee or contract of Consultant.

ARTICLE VI - COSTS AND PAYMENTS

1. The total price for the work shall not exceed $96,840.00. The Consultant is entitled to receive partial payment for work completed on the project. Said work is subject to inspection by the City and certification before said invoice shall be paid. Invoices shall be submitted on a monthly basis as work is completed. Each invoice will be due and payable within fifteen (15) days of receipt. City shall make final payment after the final inspection and certification is complete.

ARTICLE VII - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties. It is expressly understood that all terms, conditions and covenants embodied in the City's Request for Bid Proposal, Attachment "A", and Consultant's Bid, Attachment "B", are fully incorporated into this Agreement, and if there is a conflict between this Agreement and either Attachment, the terms in this Agreement shall control.

ARTICLE VIII – MISCELLANEOUS

A. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

B. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

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

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City or Consultant be required to institute legal action to enforce any of its rights set forth in this Agreement, then each party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as a result of breaching this Agreement, as determined by the Court in any such cause of action.

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

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

G. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they

understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein

H. ACTS OF GOD. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability, of material from usual sources, government priorities or request or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written above.

FOR THE CONSULTANT

BY: _____

President, Alliance Pump & Mechanical Service, Inc.

ATTEST: _____

FOR THE CITY

BY: _____
R. Mark Rohr
City Manager

APPROVED AS TO FORM:

_____
Brian W. Head,
City Attorney

Attachment A
(5 pages)

CITY

OF

JOPLIN, MISSOURI

BID PACKAGE

RFP 2012-04

For

Golf Course Well pump

JOPLIN PARKS AND RECREATION
3010 W. FIRST STREET
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 2 P.M., Thursday, February 16st, 2012 at the Joplin Parks and Recreation Department Office 3010 W. First Street, Joplin, Missouri, 64801 to PURCHASE the following:

Golf Course Well Pump

Specifications and bid forms are available from Chris Cotten 3010 W. First Street, Joplin, MO 64801 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Jones, CPA

Finance Director

Publication Date: Wednesday, February 1st, 2012

Request for Proposal
Golf Course Well Pump

The City of Joplin, Missouri is seeking proposals for a qualified company to furnish labor and equipment to pull one (1) 75 hp submersible pump and motor set on approximately 700 feet of 4" steel pipe. The pump and steel pipe will be replaced with a new 500 gpm @# 450 ft/TDH pump and motor with 700 ft of 5" schedule 40 drop pipe steel with 3 new check valves w/ BOP, new 2/0 submersible pump cable and new draw down assembly. New 5"X4" submersible pump head, S.S. banding and cable wrap, pressure gauge assembly and related materials to complete installation and test operation.

Proposal also needs to include a 24 hour drawdown and recovery test plus the cost for additional pipe and cable if needed, check valves and any other supplies necessary if a flow test shows that the pump must be set lower than 700 feet. Additionally vendor will be required to video/tv/record the well prior to installing the new pump and equipment to check for any irregularities with the well or any other issues that may impede future operations of the equipment.

City of Joplin

Bid Form

Description: Golf Course Well Pump

Manufacturer:_____

Model:_____

Base Bid Delivered:_____

F.O.B. Joplin, Missouri

Delivery After Receipt of Order: 30 Days

Company:_____

Address:_____

_____

_____

Telephone:_____

Signature:_____

Minority:_____ Female:_____

MARK BID ENVELOPES: "BID RFP 2012-04 Joplin Athletic Complex-Golf Course Well Pump 2:00 P.M. February 16, 2012"

Questions concerning the specifications and bidding procedures should be directed to Paul Bloomberg, Joplin Athletic Complex 3301 West 1st Street, Joplin, MO, 64801 or by phoning 417-625-4750.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are 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, and will provide an Affidavit of Compliance to the City stating the same.

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

Attachment B
(5 pages)

Alliance Pump & Mechanical Service, Inc.
627 S. Cottage Suite 205
Independence, MO 64050
Tel. 816-833-8109 Fax 816-833-8035

ESTIMATE/PROPOSAL

Date	Estimate #
2/15/2012	012012GS

To: City of Joplin
Finance Department
602 South Main St
Joplin, MO 64801
Attn Chris Cotten

Phone 417-624-6937
Fax 417-625-4727
Cell

Item	Description	Amount
	RE: Golf Course Well Pump Furnish labor, equipment & material to pull one (1) 75HP submersible pump & motor set on approx. 700ft of 4" steel pipe for repair and evaluation. Pump is only producing approximately 1/3 of capacity of original design. Following is a break down of costs associated with the repairs for the well pumping equipment with an upgrade to a new 500 GPM @ 450ft/TDH pump & motor with 700ft of 5" sch 40 drop pipe steel with 3 new check valves w/BOP, new 2/0 submersible pump cable, new draw down gauge assembly. New 5"x4" HD submersible pump head, S.S. banding & cable wrap. Pressure gauge assy and related materials to complete installation and test operation. Item # Description 1. Shop labor: to load & unload from job 2. Field labor: with equipment to pull pump 3. Field labor: with equipment to install test pumping equipment and test well to determine pumping level and draw down to properly size pump and then pull test pump equipment from well 4. Field labor: with equipment to install new pumping equipment after pump test Material: New pumping equipment based on 500 gpm @ 450ft/TDH, pump setting 700', 75HP 460V 3 phase. Item# Description 1. Gould Submersible Pump assy-7 stage 7TLC 75HP non overloading trim 2. 75HP 3600 RPM 460V 3 phase Franklin Electric Motor 3. Submersible pump cable 720ft of 2/0 3-wire with ground 4. 700ft of 5" 258W T&C column pipe (NOTE): 5" pipe has 54ft of head loss in 700ft. 4" pipe has 168ft of head loss in 700ft. 5. 5" x 4" extra heavy discharge head w/8" x 16" x 3/4" sole plate for top of 8" well casing 6. (3)-5" bronze check valves with break out pins 7. 700' draw down gauge assy 8. 2/0 splice kit 9. S.S. banding to secure pump cable 10. TV Well	
M/L-New	Total cost of labor and material to complete job as outlined in RFP 2012-04 Golf Course Well Pump:	96,840.00

Total

Plus Shipping and Tax

By signing below, Customer accepts Quote and agrees to make full payment within 30 days of completion of project as described above. It is based on our evaluation and does not include material price increase or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. The cost quoted is good for thirty days. The title to the merchandise and personal property covered by this invoice shall remain vested in Alliance Pump & Mechanical Service, Inc. until the purchase price is paid in full. If quote is accepted please indicate so on the line below. Please mail or fax response to the address or fax number listed

JOB AUTHORIZED BY _____

PO # _____ Estimated By GRS

Alliance Pump & Mechanical Service, Inc.
627 S. Cottage Suite 205
Independence, MO 64050
Tel. 816-833-8109 Fax 816-833-8035

ESTIMATE/PROPOSAL

Date	Estimate #
2/15/2012	012012GS

To: City of Joplin
Finance Department
602 South Main St
Joplin, MO 64801
Attn Chris Cotten

Phone 417-624-6937
Fax 417-625-4727
Cell

Item	Description	Amount
	NOTE: The well will be tested at 500GPM for 24 hours with 12 hours recovery so an accurate pumping level can be determined so that a pump can be sized based on a pumping level so that the total dynamic head can be determined to properly size the pump & motor. Cost of additional material if pump needs to be set to 1000'. 100HP 460V 3 phase submersible motor 2/0 submersible cable-3 wire with ground 5" check valve with break out pins 5" x 21' T&C sch 40 drop pipe 100HP soft start for 100HP motor 175 Amp fuses for disconnect for 100HP motor Goulds 7TLC Add-a-stage Misc. material: SS banding, cable wrap, 1000ft gauge, airline material Total if pump needs to be set to 1000'----------$115,800.00	

Total $96,840.00

Plus Shipping and Tax

By signing below, Customer accepts Quote and agrees to make full payment within 30 days of completion of project as described above. It is based on our evaluation and does not include material price increase or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. The cost quoted is good for thirty days. The title to the merchandise and personal property covered by this invoice shall remain vested in Alliance Pump & Mechanical Service, Inc. until the purchase price is paid in full. If quote is accepted please indicate so on the line below. Please mail or fax response to the address or fax number listed

JOB AUTHORIZED BY _____

PO # _____ Estimated By GRS

PUMP DATA SHEET Turbine 60 Hz

Company: ALLIANCE PUMP & EQUIPMENT Customer:
Name: GARLAND
Date: 01/12/12 Order No:

Pump:

Size: 7TLC (7 stages)
Type: Lineshaft Speed: 3450 rpm
Synch speed: 3600 rpm Dia: 4.75 in
Curve: E6207TAPC1
Specific Speeds: Ns: 3494
Pump Notes for Standard Sizes:
Suction Size-5" Discharge Sizes-5",6"
Vertical Turbine: Bowl size: 7.13 in
Max lateral: 0.38 in
Thrust K factor: 4.5 lb/ft

Pump Limits for Standard Construction:

Temperature: 120 °F Pressure: 310 psi g
Sphere size: 0.83 in

Search Criteria:

Flow: 500 US gpm Head: 450 ft

Fluid:

Water Temperature: 60 °F
SG: 1 Vapor pressure: 0.2563 psi a
Viscosity: 1.105 cP Atm pressure: 14.7 psi a
NPSHa: — ft

Motor:

Standard: NEMA Size: 75 hp
Speed: 3600

Sizing criteria: Max Power on Design Curve

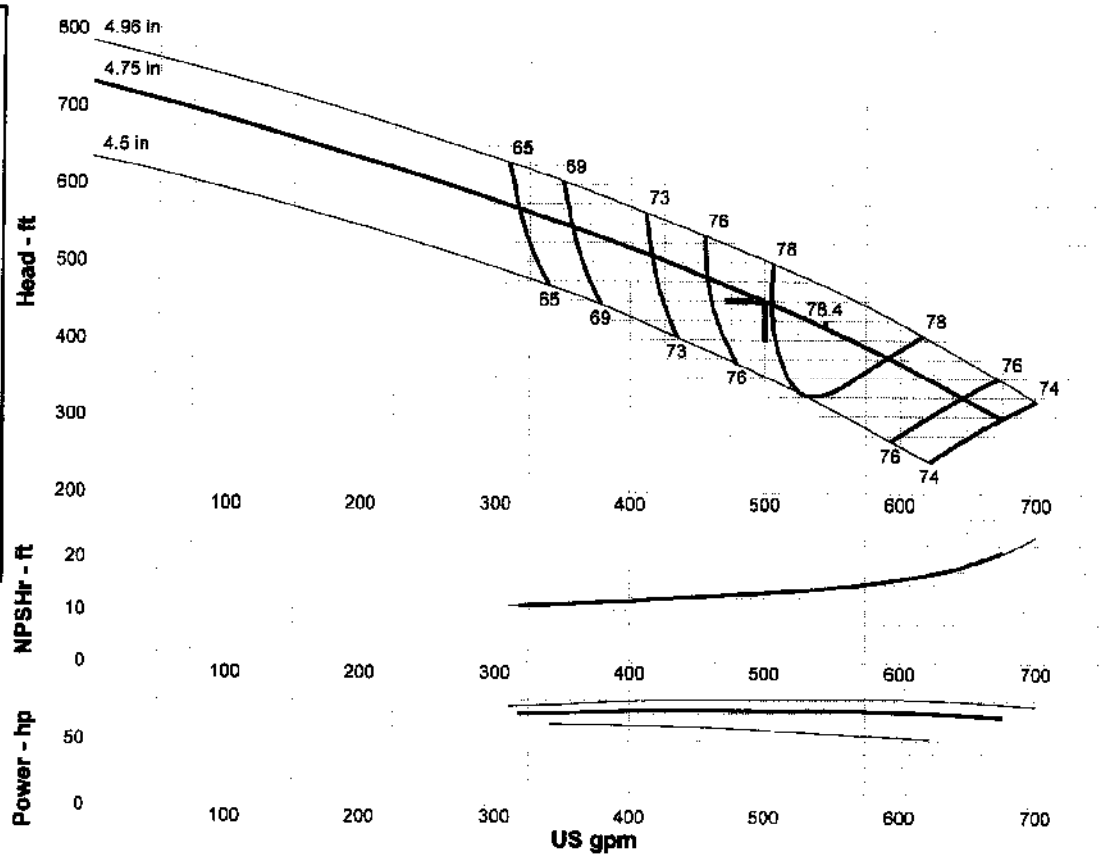
Pump Selection Warnings:

Pump shutoff dP exceeds limit for the pump.

---- Data Point ----
Flow: 500 US gpm
Head: 450 ft
Eff: 77.8%
Power: 72.9 hp
NPSHr: 13.5 ft

-- Design Curve --
Shutoff Head: 731 ft
Shutoff dP: 316 psi
Min Flow: — US gpm
BEP: 78.4% eff
@ 544 US gpm
NOL Pwr: 73.1 hp
@ 544 US gpm

-- Max Curve --
Max Pwr: 81.8 hp
@ 550 US gpm



Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
600	3450	369	77.7	71.9	16.2
500	3450	450	77.8	72.9	13.5
400	3450	518	72	72.5	11.9
300	3450	577	63.3	69.5	10.7
200	3450	—	—	—	—

Selected from catalog: Goulds Lineshaft 60HZ Vers: 3.11

PUMP DATA SHEET Submersible 60 Hz

Company: Alliance Pump
Name: Joplin Park & Rec
Date: 02/16/12

1000A Pump Setting

Pump:

Size: 7TLC (8 stages)
Type: Submersible — Speed: 3520 rpm
Synch speed: 3600 rpm — Dia: 4.96 in
Curve: E6207TAPC2
Specific Speeds: — Ns: 3575
Pump Notes for Standard Sizes:
Discharge Sizes-5",6". Curves are certified for water at 60°F only.
Consult factory for performance with any other fluid.
Vertical Turbine: — Bowl size: 7.13 in
Max lateral: 0.38 in
Thrust K factor: 4.5 lb/ft

Pump Limits for Standard Construction:

Temperature: 120 °F — Pressure: 310 psi g
Sphere size: — in

Search Criteria:

Flow: 500 US gpm — Head: 590 ft

Fluid:

Water
Density: 62.25 lb/ft³ — Temperature: 60 °F
Viscosity: 1.105 cP — Vapor pressure: 0.2563 psi a
NPSHa: — ft — Atm pressure: 14.7 psi a

Motor:

Standard: NEMA — Size: 100 hp
Speed: 3600

Sizing criteria: Max Power on Design Curve

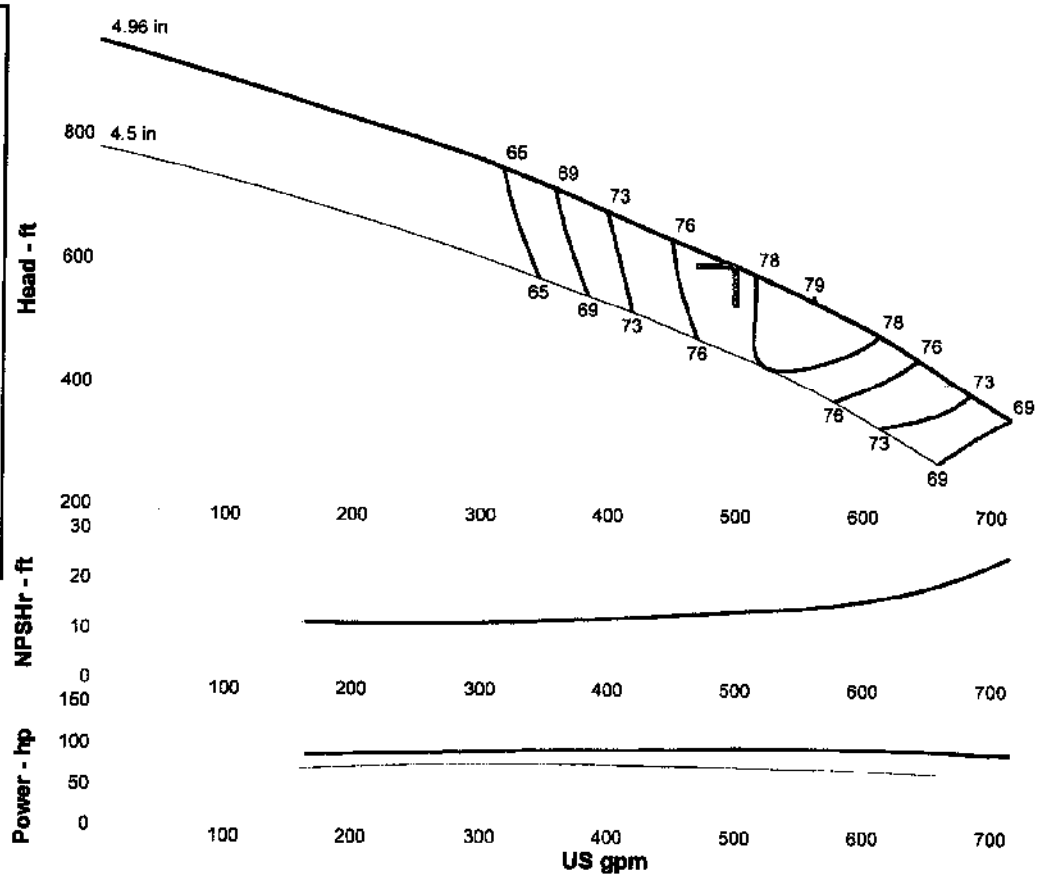
Pump Selection Warnings:

Pump shutoff dP exceeds limit for the pump.

---- Data Point ----
Flow: 509.8 US gpm
Head: 582 ft
Eff: 77.8%
Power: 96.1 hp
NPSHr: 13.9 ft

-- Design Curve --
Shutoff Head: 949 ft
Shutoff dP: 410 psi
Min Flow: — US gpm
BEP: 79% eff
@ 561 US gpm
NOL Pwr: 96.3 hp
@ 515 US gpm

-- Max Curve --
Max Pwr: 96.3 hp
@ 515 US gpm

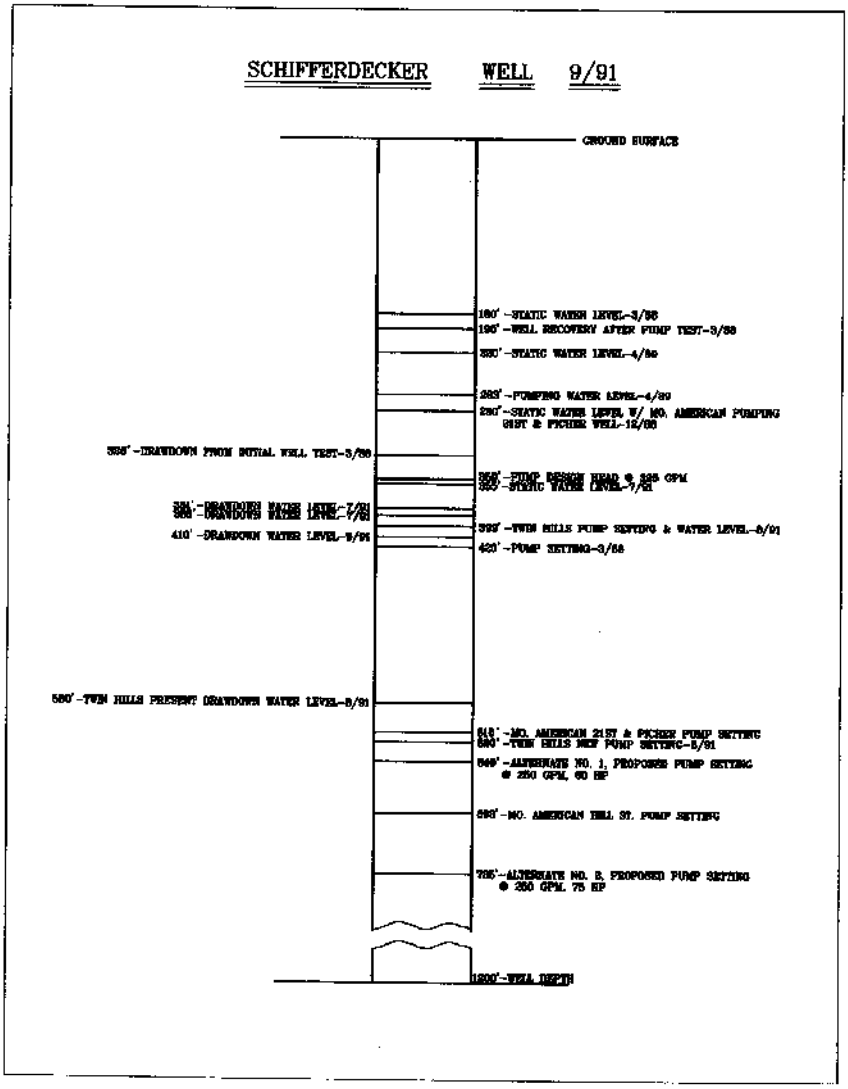


Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
600	3520	492	78.2	95.1	16.1
500	3520	590	77.5	95.8	13.8
400	3520	677	73.1	93.5	12.3
300	3520	759	62.3	91.4	11.5
200	3520	825	46	88.5	11.4

Selected from catalog: Goulds Sub 60HZ Vers: 3.30

SCHIFFERDECKER WELL 9/91



City of **Joplin** City Council Agenda Item

Requested Council Meeting Date: May 7, 2012

ITEM: COUNCIL BILL NO. 2012-614

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Council Bill No. 2012-614, Bid tabulation sheet for bid package 2012-14

FIRE CHIEF MITCH RANDLES: MR **DATE:** 4/30/12
CITY MANAGER MARK ROHR [signature] **DATE:** 4-30-12
CITY ATTORNEY BRIAN HEAD: [signature] **DATE:** 4-30-12
FINANCE DIRECTOR LESLIE JONES [signature] **DATE:** 4-30-12

BACKGROUND:
This is for the purchase of two new fire apparatus as permanent replacements for the 2 Fire Engines destroyed in the May 22, 2011 tornado.

DISCUSSION:
Staff was directed to begin the process to replace and repair items damaged or destroyed by the tornado following the presentation to the City Council about the overall financial impact of the tornado. As discussed at the presentation, these items are being covered by FEMA reimbursement and insurance proceeds and must be replaced or repaired by certain deadlines as set forth by federal guidelines. Therefore, a sealed bid was issued following this direction.

These apparatus are being purchased as permanent replacements for Engines which were destroyed on May 22nd during the devastating tornado which destroyed nearly 1/3 of the city including Fire Stations #2 and #4. These Engines will replace a 1996 E-One Fire Engine and a 2004 Central State Fire Engine both of which sustained damage when both buildings collapsed as a result of being stuck with 200 mph plus winds from the May 22nd 2011 tornado. The engines will be virtual duplicates of Engine #6 which was purchased last year for the new Fire Station #6.

Both engines are custom built triple combination pumpers, which conforms to all of the latest National Fire Protection (NFPA) standards and will meet the specific needs of the fire department. It is expected that this apparatus will have a 20 to 25 year service life.
Bids were requested and received from 4 vendors, Pierce Manufacturing, Appleton, Wisconsin, KME Fire Apparatus Nasquehoning, PA., Emergency One, Ocala FL, and Rosenbauer Fire Apparatus Wyoming, MN. Bids were opened on April 6, 2011 and were reviewed for being compliant with the department's specifications. It was determined that the KME Fire Apparatus Bid was the lowest and best bid for this apparatus.

This Council Bill will authorize the City Manager to execute the purchase of the apparatus with KME Fire Apparatus of Nasquehoning, PA for the amount of Nine Hundred Eighty Two Thousand, Eight Hundred Eight-two Dollars, Zero Cents ($982,882.00). The City will receive both insurance proceeds and FEMA reimbursement to cover the cost of these two engines.

The City is currently using two temporary fire trucks until these replacements are delivered and placed in service.

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

COUNCIL BILL NO. 2012- 614 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City to purchase Two (2) Triple Combination Pumpers apparatus from KME Fire Apparatus, Inc., for the amount of Nine Hundred Eighty Two Thousand, Eight Hundred Eight-two Dollars, Zero Cents ($982,882.00); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; and, containing an emergency clause.

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

Section 1. That the purchase of Two (2) Triple Combination Pumpers from KME Fire Apparatus, Inc., of Nesquehoning, Pennsylvania, by the City of Joplin, Missouri, for the amount of Nine Hundred Eighty Two Thousand, Eight Hundred Eight-two Dollars, Zero Cents ($982,882.00) be and the same is, hereby approved.

Section 2. That fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 be amended by increasing appropriations by the total amount of Nine Hundred Eighty-Two Thousand Eight Hundred Eighty-Two Dollars and No Cents ($982,882.00).

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

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

Section 5. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

Mclodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2012-014 BID ITEM DESCRIPTION: 2 - Triple Combination Pumpers

BID OPENING DEADLINE: April 6, 2012 DEPARTMENT: Fire

REQUISITION NUMBER: DATE & TIME OPENED: April 6, 2012 10:00 am

OPENED BY: Randles WITNESSED BY: Perkins / Thomasson

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Pierce		Kevin McCann			541,879 00
Max Fire		Pete			533,217 00
Sutphen / KME		Travis Trent			491,441 00
Feld / E-one		Greg Pottsburg			462,565 00

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****