INFORMAL AGENDA

May 23, 2012

5:15 p.m.

NO INFORMAL MEETING

COUNCIL AGENDA

May 23, 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 – Assistant Scout Leader, Christopher Carnes, will be in attendance with boy scouts from Troop 156 from Blendville Christian Church to lead the Flag Salute.

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**

8. **Consent Agenda**
   1. Minutes of the May 7, 2012 Council Meeting

   2. Minutes of the May 10, 2012 Special Council Meeting

   3. 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. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2012-287 on First Reading and Advance to Second and Third Reading.

   4. 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

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.

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.

5. AMENDED 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 PD 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.

9. Resolutions

10. Ordinances – Emergency

1.COUNCIL BILL NO. 2012-008 – AN ORDINANCE approving the Donation Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Mercy Health Systems-Joplin, Inc., a Missouri not-for-profit corporation, for donation of certain land generally located at and beyond the southeast corner of 26th Street and McClelland Boulevard, subject to deed restrictions; and authorizing the city Manager to execute the same by and on behalf of the city of Joplin; and containing an emergency clause.

2. COUNCIL BILL NO. 2012- 132 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Construction Adventure Inc. to provide professional services for the Foundation Demolition and Debris Removal by Address in the amount of Nine Hundred Nine Thousand Thirty Five Dollars and 44/100 Dollars ($909,035.44) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

3. COUNCIL BILL NO. 2012-133 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Allgeier, Martin and Associates Inc. to provide professional services for the Memorial Hall Foundation Project, not to exceed Thirty Eight Thousand Six Hundred Thirty and No/100 Dollars (38,630.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

4. COUNCIL BILL NO. 2012-134 - AN ORDINANCE approving the City of Joplin to enter into a contract with other municipalities, public water supply districts and other public sector entities of the State of Missouri to form a joint Municipal Utility Water Commission, and containing an emergency clause.

5. COUNCIL BILL NO. 2012-451 - AN ORDINANCE approving a Memorandum of Understanding between the State of Missouri, Department of Corrections, and the City of Joplin, Missouri Health Department, to provide TB skin tests and various vaccination services for employees, volunteers and interns of the Department of Corrections; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

6. COUNCIL BILL NO. 2012-507 - AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing a Three Percent (3.0%) wage adjustment for Classified and Unclassified employees; 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.

7. COUNCIL BILL NO. 2012-508 - AN ORDINANCE adopting and establishing the pay rates for the 2011-2012 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

1. AMENDED 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-1-PD property as described below and located at 1825 South Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

13. Unfinished Business

14. New Business

Notice posted at 4:30 p.m. on this the 17th day of May, 2012. (RSMo 610.020)

INFORMAL NOTES

May 7, 2012

Council Appointments	Mayor Colbert-Kean made the following Council appointments: Joplin Sports Authority – Mr. Golden Nature Center – Mr. Scearce Harry S. Truman Coordinating Councils for Gov. – Mr. Shaw Downtown Joplin - Ms. Raney Joplin Museum – Mr. Seibert Univ. of Missouri – Mr. Woolston Region M. Solid Waste – Mr. Glaze Joplin Redevelopment – Dr. Rosenberg Policemen's & Firemen's Pension Bd. – Mayor Colbert-Kean Chamber Board – Mayor Colbert - Kean
Appointments to Boards and Commissions	Reappointments: City Tree Board: Michael Shade and Vicki Christensen: Design Review Board: Nancy Morton: JSA Board: Kevin Welch: Police & Fire Pension Board: Robert Loudermilk Appointments: Bd of Adjustment: Fred Roesel; Health Bd: Becky Heffren: TIF Commission: Chris Tucker CVB: Tom Mourning; Chad Carroz; Chris Tucker: Enhanced Enterprise: Matt Page Joplin Redevelopment: Brad McIntyre Parks & Rec: Zachary Tusinger: Police & Fire: Jim George Solid Waste: Nancy Warren:
Discussion of Employee Compensation	Mark Rohr, City Manager told the city council there had been wage freeze since 2010. He noted it was time to reinvest in human infrastructure. He offered to council a 3% across the board wage increase as soon a possible. This increase could be paid from funds that do not access the general fund. Councilman Glaze stated he was not happy with the across the board increase. Councilman Scearce stated a 3% inc. varies from the low ends to the high ends; Councilman Shaw said he was in favor of giving the raises. Councilman Golden said he would like to see a study on local wages so and the information that we receive the straight information. After council discussion the council was unanimous on the across the board 3% pay increase.
Mike Woolston's request	Mr. Woolston requested to use a city vehicle for two prior commitments that were scheduled while he was Mayor. Council consented

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES

May 7, 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 Assistant City Clerk, Barbara Gollhofer

FLAG SALUTE – Mr. Golden

PRESENTATIONS - Republic City Clerk Brenda Jackson and Webb City Clerk Kim DeMoss presented Assistant City Clerk Barbara Gollhofer with a 100 hour certificate that Mrs. Gollhofer received at the Missouri City Clerks and Finance Officers Association's (MOCCFOA) Spring Institute on March 7, 2012. This certificate completes the requirement for her to receive a Missouri Registered City Clerk (MRCC) designation as part of her job description requisite.

Michael R. Woolston was recognized for serving the past two years as Mayor. He received plaques and well wishes from several organizations, including the U.S. Marines.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Hogelin

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

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

ACTION

Public Hearing for Council Bill No. 2012-287

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

Dean Willis, 810 Golf Rd. Carl Junction, Missouri, appeared on behalf of this request.
No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill 2012-287. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2012-287 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2012-287

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

Public Hearing for Council Bill No. 2012-288

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

Jeff Majzoub, 5829 Deer Ridge, Joplin, Missouri, appeared in favor of this request.
Mike Millenger, 2159 S. Hillsboro, Springfield, Missouri, appeared in favor of this request.
Keith Grebe, 2736 E. 15th, appeared in favor of this request.

No one appeared in opposition of this request.

Mayor Colbert-Kean closed the Public Hearing.

Mr. Woolston introduced Council Bill 2012-288. Motion by Mr. Woolston, Second by Mr. Golden to Place Council Bill No. 2012-288 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2012-288

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.

Public Hearing for Special Use Permit located at 2926 East 17th Street.

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

Mike Millenger, 2159 S. Hillsboro, Springfield, Missouri, appeared in favor of this request.

Jo Landrith, 2924 E. 16th, Joplin, Missouri appeared in opposition to this request stating a fencing issue.

Wesley Henderson, 2902 E. 15th, Joplin, Missouri appeared in opposition to this request.

Mike Millinger, 2159 E. Hillsboro, Springfield replied to the opposition and said they would conform to the new standards.

Mayor Colbert-Kean closed the Public Hearing.

Mr. Scearce introduced Resolution No. 2012-013. Motion by Mr. Scearce, Second by Mr. Golden to Approve Resolution No. 2012-013. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Bill was read as being 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. Motion by Mr. Scearce, Second by Mr. Golden to Approve Resolution No. 2012-013. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Public Hearing for Council Bill No. 2012-289

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

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

No one appeared in opposition to this request.

Mayor Colbert-Kean closed the Public Hearing.

Mr. Scearce introduced Council Bill No. 2012-289. Motion by Mr. Scearce, Second by Mr. Shaw to Amend Council Bill No. 2012-289 to C-1 PD. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, and Shaw, 8. Nays: 0. Abstention: 1, Woolston.

Motion by Mr. Scearce, Second by Mr. Glaze that Council Bill No. 2012-289 be Placed 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, 8. Nays: 0. Abstention: 1, Woolston

The Council Bill was read as being Amended 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-1-PD property as described below and located at 1825 South Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-290

Mayor Colbert-Kean opened the Public Hearing

Appearing in favor of this council bill was:

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

Jo Landrith, 2924 E. 16th, Joplin, Missouri appeared in opposition.

Wesley Henderson, 2902 E. 15th, Joplin, Missouri appeared in opposition to this request; he was concerned with two parking lots not connected.

Mayor Colbert-Kean closed the Public Hearing.

Dr. Rosenberg introduced Council Bill 2012-290. Motion by Dr. Rosenberg, Second by Mr. Golden to Amend Council Bill No. 2012-290 to C-3 PD. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Motion by Dr. Rosenberg, Second by Mr. Woolston, that Amended Council Bill No. 2012-290 be Placed 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 -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 PD 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.

CONSENT AGENDA APPROVED
Motion by Mr. Woolston, 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 April 16, 2012 Council Meeting

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. Ordinance No. 2012-072

RESOLUTIONS

Mr. Golden introduced Resolution No. 2012-012. Motion by Mr. Golden, Second by Mr. Shaw to Approve Resolution No. 2012-012. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2012-012

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.

Mr. Golden introduced Resolution No. 2012-014. Motion by Mr. Golden, Second by Mr. Shaw to Approve Resolution No. 2012-014. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2012-014

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 Motion by Mr. Golden, Second by Mr. Shaw to Approve Resolution No. 2012-014. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

ORDINANCES-EMERGENCIES
Mr. Golden introduced Council Bill No. 2012-004. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2012-004. 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. 2012-073

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.

Mr. Shaw introduced Council Bill No. 2012-005 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-005. 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. 2012-074

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.

Mr. Woolston introduced Council Bill No. 2012-129. Motion by Mr. Woolston, Second by Mr. Shaw to Adopt Council Bill No. 2012-129. 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. 2012-075

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.

Mr. Shaw introduced Council Bill No. 2012-130. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-130. 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. 2012-076

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.

Mr. Glaze introduced Council Bill No. 2012-131. Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No. 2012-131. 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. 2012-077

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.

Mr. Woolston introduced Council Bill No. 2012-503.Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-503. 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. 2012-078

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.

Mr. Shaw introduced Council Bill No. 2012-504. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-504. 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. 2012-079

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.

Mr. Woolston introduced Council Bill No. 2012-505. Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-505. 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. 2012-080

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.

Mr. Golden introduced Council Bill No. 2012-506. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2012-506. 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. 2012-081

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.

Mr. Woolston introduced Council Bill No. 2012-607. Motion by Mr. Woolston Second by Mr. Golden to Adopt Council Bill No. 2012-607. 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. 2012-082

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.

Mr. Shaw introduced Council Bill No. 2012-608. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-608. 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. 2012-083

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.

Mr. Shaw introduced Council Bill No. 2012-609. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-609. 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. 2012-084

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.

Mr. Golden introduced Council Bill No. 2012-610. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2012-610. 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. 2012-085

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.

Mr. Shaw introduced Council Bill No. 2012-005. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-005. 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. 2012-086

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.

Mr. Woolston introduced Council Bill No. 2012-612. Motion by Mr. Woolston, Second by Mr. Seibert to Adopt Council Bill No. 2012-612. 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. 2012-087

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.

Mr. Woolston introduced Council Bill No. 2012-613. Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-613. 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. 2012-088

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.

Mr. Golden introduced Council Bill No. 2012-614. Motion by Mr. Golden, Second by Mr. Woolston to Adopt Council Bill No. 2012-614. 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. 2012-089

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.

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

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

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

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

UNFINISHED BUSINESS

NEW BUSINESS

Motion by Mr. Scearce, Second by Mr. Glaze to make the following appointment and re-appointments to the following boards and commissions: Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

Reappointments:

City Tree Board: Michael Shade and Vicki Christensen: **Design Review Board**: Nancy Morton: **JSA Board**: Kevin Welch: **Police & Fire Pension Board**: Robert Loudermilk

May 7, 2012

Appointments:

Bd of Adjustment: Fred Roesel;

Health Bd: Becky Heffren: **TIF Commission**: Chris Tucker

CVB: Tom Mourning; Chad Carroz; Chris Tucker:

Enhanced Enterprise: Matt Page **Joplin Redevelopment**: Brad McIntyre

Parks & Rec: Zachary Tusinger: **Police & Fire**: Jim George **Solid Waste**: Nancy Warren:

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.

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

There being no further business to come before the Council, the meeting was adjourned at 8:12p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

May 10, 2012

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:30.m. by Mayor Melodee Colbert-Kean.

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:30 p.m. on Thursday, May 10, 2012, in the 5th Floor Informal, 602 S. Main for the purpose of purchasing property for fire stations.

ROLL CALL

PRESENT: Melodee Colbert–Kean, Morris Glaze, Jack Golden, Benjamin Rosenberg, Scearce, Michael Seibert, Gary Shaw, and Mike Woolston

ABSENT: Trisha Raney

ORDINANCES-EMERGENCIES

Mr.Woolston introduced Council Bill No. 2012-006. Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-006. Voting in favor were Council Members: Colbert-Kean, Go den, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-090

AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Spicer, LLLP, for the purchase and acquisition of real estate located generally at 13th and Schifferdecker in Joplin, Missouri, for the purpose of relocating Fire Station #2, that was destroyed by the May 22, 2011 tornado; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012 -007. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-007. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: 1, Raney

The Council Bill was declared Adopted and entitled Ordinance No. 2012-091

AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Darrell and Eileen Greenwood, for the purchase and acquisition of real estate located generally at 3402 Hearnes Boulevard in Joplin, Missouri, for the purpose of relocating Fire Station #4, that was destroyed by the May 22, 2011 tornado; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:50 p.m.

Respectfully submitted,

Barbara Gollhofer

Barbara Gollhofer, MRCC, Assistant City Clerk

City of **JOPLIN** City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: May 23, 2012

ITEM: Council Bill No. 2012-008 authorizing, approving and accepting a Donation Agreement between Mercy Health Systems-Joplin and the City of Joplin.

ORIGINATING DEPARTMENT: Legal

ATTACHMENTS: Council Bill No. 2012-008, Agreement, Map

Department Head:	Brian W. Head	Date: 5/15/12
Finance Department:	Leslie Jones	Date: 5-16-12
Public Works Dept.:	David Hertzberg	Date: 5/16/12
City Manager:	R. Mark Rohr	Date: 5-17-12

INTRODUCTION:

This Council Bill approves a Donation Agreement between Mercy Health Systems-Joplin and the City of Joplin for the donation of certain land generally located at and beyond the southeast corner of 26th Street and McClelland Boulevard, subject to deed restrictions.

DISCUSSION:

The City of Joplin has been approached by Mercy Health Systems-Joplin regarding their intent to donate three tracts of land to the City at the location of the former St. Johns Hospital. Tract Five (5) is a nine (9) acre tract at the corner of 26th and Maiden Lane for a future museum; Tract Six (6) is a five (5) acre tract for a future parking lot; and Tracts Seven (7) and Eight (8) comprise eight (8) acres and will consist of two (2) forested areas. Mercy has repurposed this entire tract and in addition to the donation to the City, Mercy has done the following; donated a tract to the Joplin School District for the future placement of an elementary school; donated a tract to the Stained Glass Theater; retained a tract of for the development of Mercy Memorial site in memory of the May 22, 2011 tornado.

The donation contains deed restrictions. On Tract 1, the City must build a museum to memorialize the May 22, 2011 tornado within five (5) years. On Tract 2, the City must construct a parking lot to serve the museum and the Mercy Memorial within five (5) years. The City must also improve and plant trees on the forested areas within five (5) years. If the City fails to meet these obligations within the five (5) year period, the donated property will revert back to Mercy. If the City completes these obligations, the restrictions will be released.

RECOMMENDATION:

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

BWH:ab
attachments

COUNCIL BILL NO. 2012-008 ORDINANCE NO.

AN ORDINANCE approving the Donation Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Mercy Health Systems-Joplin, Inc., a Missouri not-for-profit corporation, for the donation of certain land generally located at and beyond the southeast corner of 26th Street and McClelland Boulevard, subject to deed restrictions; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Donation Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Mercy Health Systems-Joplin, Inc., a Missouri not-for-profit corporation, for the donation of certain land generally located at and beyond the southeast corner of 26th Street and McClelland Boulevard, subject to deed restrictions, 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 Donation Agreement and other documents necessary to complete the transaction by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with the preservation of public peace, health, and safety, is an emergency within the meaning of Section 2.12(1) and 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

DONATION AGREEMENT

THIS DONATION AGREEMENT (this ***"Agreement"***) is made and entered into effective as of the _____ day of _____ 2012, by and between Mercy Health Southwest Missouri/Kansas Communities, f/k/a Mercy Health Systems-Joplin, Inc., a Missouri not-for-profit corporation (***"Donor"***) and the City of Joplin, a Missouri constitution home rule charter city (***"Donee"***).

RECITALS

A. Donee is a city in Jasper County, Missouri.

B. On May 22, 2011, an EF-5 tornado struck Joplin, Missouri, causing property damage and personal tragedy to many residents and businesses in the City.

C. Donor owns certain real property located in the City of Joplin of Jasper County, State of Missouri, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein, together with any and all hereditaments and appurtenances thereunto belonging (collectively, the ***"Property"***).

D. Donor desires to donate the Property to Donee, and Donee desires to accept donation of the Property, for construction and maintenance of (collectively, the ***"Project"***): (i) a memorial museum and courtyard on the portion of the Property identified in Exhibit A as Tract 5 (the ***"Museum Tract"***); (ii) forested areas on the portion of the Property identified in Exhibit A as Tracts 7 and 8 (collectively, the ***"Forest Tract"***); and (iii) parking serving the Memorial Site (as defined below) on the portion of the Property identified in Exhibit A as Tract 6 (the ***"Parking Tract"***), subject to the understanding that the Project will be a portion of, and operate in conjunction with, a larger multi-use development (collectively, the ***"Memorial Site"***) commemorating the personal and civic tragedies sustained by the residents of the City of Joplin as a result of the May 22, 2011 tornado and the hope and strength of the community throughout the rebuilding and recovery thereafter.

E. Donor and Donee have agreed to the donation of the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

ARTICLE 1.
DONATION OF THE PROPERTY

1.1 Donation of the Property. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate to Donee the Property and all improvements located thereon, and Donee agrees to accept the donation of the Property from Donor.

1.2 Condition of Property.

1.2.1 *Demolition of Existing Improvements.* Donor shall, at its sole cost and expense, cause all improvements currently existing on the Property to be demolished, including the removal of all demolition waste and debris (the ***"Demolition Work"***). Donee acknowledges and agrees that the foregoing demolition obligations shall not include any obligation to re-grade the Property or complete any other site preparation work with respect to Donee's planned improvements or use.

1.2.2 *Property Information.* Donor shall provide to Donee, within five (5) business days following the execution of this Agreement, copies of Donor's most recently obtained Phase I Environmental Investigation report and geotechnical report with respect to the Property. Donor's delivery of such documents shall not be deemed or construed as a representation or warranty with respect to the contents thereof, and Donor expressly disclaims any such representations or warranties with respect to the accuracy of such reports.

1.2.3 *"AS IS" DONATION.* DONEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY DOCUMENTS DELIVERED TO DONEE BY DONOR AT CLOSING, DONOR HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES REGARDING ANY ASPECT OF THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE WHICH DONEE OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (G) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE DOCUMENTS DELIVERED BY DONOR TO DONEE AT CLOSING, NO PERSON ACTING ON BEHALF OF DONOR IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF DONEE ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE PROPERTY OR THE DONATION CONTEMPLATED HEREIN. DONEE ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, DONEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION

PROVIDED OR TO BE PROVIDED BY DONOR. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DONATION OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS WITH ALL FAULTS. DONEE ASSUMES THE RISK THAT ADVERSE PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTICS AND CONDITIONS OF THE PROPERTY MAY NOT HAVE BEEN REVEALED BY DONOR'S DISCLOSURES OR DONEE'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

1.3 Covenants, Restrictions and Easements. Donee expressly agrees to accept the Property, and acknowledges and agrees that at Closing the Property shall be, subject to the following (collectively, the ***"Permitted Exceptions"***):

1.3.1 A nonexclusive permanent license allowing ingress, egress and use for parking purposes on a portion of the Property for the benefit of the rest of the Memorial Site, in the form attached hereto as Exhibit B (the ***"Shared Parking License"***);

1.3.2 Permanent restrictions for the benefit of Donor prohibiting use of the Property for certain purposes (collectively, the ***"Use Covenants"***), as set forth in the form of special warranty deed by which the Property will be conveyed to Donee at Closing which is attached hereto as Exhibit C (the ***"Deed"***); and

1.3.3 A reversionary interest for the benefit of Donor (the ***"Reversionary Right"***), as set forth in the Deed, which Donor may exercise in the event the Project is not completely constructed and in operation on or before the fifth (5^{th}) anniversary of the Closing Date.

1.4 Memorial Museum. Donee shall, within five (5) years following the Closing Date, cause to be designed and constructed on the Museum Tract a memorial museum. In connection therewith, Donee shall involve Donor in its planning process and shall keep Donor advised of all material planning meetings, fundraising status and other developments with respect to development of the Museum Tract.

ARTICLE 2.
CLOSING DATE AND CLOSING

2.1 Closing. The consummation of the donation contemplated by this Agreement (the ***"Closing"***) shall take place on such date as Donor shall have completed the Demolition Work to the Property and determined in its discretion that the Property is ready for delivery to Donee, provided that Donor shall give Donee not less than thirty (30) days prior written notice of such date (the ***"Closing Date"***) at the offices of Abbey Title in Joplin, Missouri (the ***"Title Company"***) or at such other place as the parties may mutually agree.

2.2 Obligations at Closing.

2.2.1 *Donor's Deliveries.* At Closing, Donor shall execute, acknowledge (where necessary) and deliver to Donee or the Title Company, as appropriate, the following: (a) the Deed, subject to easements, conditions and restrictions of record, including but not limited to the Permitted Exceptions, and to taxes for the year of Closing (which shall be prorated as of the applicable Closing Date); (b) such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by the Title Company in connection with the performance of Donor's obligations hereunder; including execution and delivery of the Title Company's standard form of affidavit; and (c) possession of the Property.

2.2.2 *Donee's Deliveries.* At Closing, Donee shall execute, acknowledge (where necessary) and deliver to Donor or the Title Company, as appropriate, the following: (a) the Shared Parking License; and (b) such other documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the Title Company or Donor to evidence Donee's acceptance of the Property subject to the Permitted Exceptions and the performance of Donee's obligations hereunder. Donee shall be responsible for filing a certificate of value in respect of the Property with the office of the assessor for the county in which the Property is located.

2.3 Conditions to Closing.

2.3.1 *Donor Conditions.* Donor's obligation to convey the Property to Donee at Closing shall be expressly conditioned upon and subject to the following: (a) Donee having obtained or obtaining (i) within fifteen (15) days of execution of this Agreement, from a title company licensed to do business in the state of Missouri, a commitment in favor of Donee for an owner's policy of title insurance with respect to the Property; and (ii) at Closing, an owner's policy of title insurance with respect to the Property and stating an insured amount of at least $_____ (the ***"Title Policy"***); (b) the closing (the ***"School Closing"***) pursuant to, and as defined in, the Donation Agreement between Donor and Joplin Schools with respect to the School Parcel (as defined in the Shared Parking License) shall have occurred or shall occur simultaneously with the Closing hereunder; (c) the closing (the ***"Stained Glass Closing"***) pursuant to, and as defined in, the Donation Agreement between Donor and Stained Glass Theatre Joplin with respect to the Stained Glass Parcel (as defined in the Shared Parking License) shall have occurred or shall occur simultaneously with the Closing hereunder; and (d) Donee delivering all of the items required pursuant to Section 2.2.2 above.

2.3.2 *Donee Conditions.* Donee's obligation to close shall be expressly conditioned upon and subject to the following: (a) Donee having received or receiving the Title Policy in form and substance reasonably satisfactory to Donee, provided that inclusion of the Permitted Exceptions as exceptions to the coverage set forth therein may not constitute a failure of this condition; (b) execution and delivery by Joplin Schools and Stained Glass Theatre Joplin pursuant to the School Closing and Stained Glass Closing of the Shared Parking License; and (c) Donor delivering all of the items required pursuant to Section 2.2.1 above.

ARTICLE 3.
CLOSING COSTS AND ADJUSTMENTS

3.1 Closing Costs of Donor. At Closing, Donor shall pay the cost of recording and filing fees regarding the release of any deeds of trust or other security documents relating to any existing loans being released on the Property.

3.2 Closing Costs of Donee. At Closing, Donee shall pay the charges and costs of obtaining the Title Policy, the recording and filing fees regarding the Deed and any other necessary documents, and any other fees and closing costs relating to the Closing (including the cost of any escrow or closing fees charged by the Title Company).

3.3 Separate Expenses of Parties. Each party hereto shall be responsible for the payment of its respective attorneys' fees and all other costs and expenses of any kind or nature incurred by such party in connection with this Agreement, the Closing or the Property.

ARTICLE 4.
REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 Donor's Representation, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1 *Donor's Authority.* Donor is a not for profit corporation organized and existing under the laws of the State of Missouri and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.2 *Authority of Signatories; No Breach of Other Agreements.* The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

4.1.3 *All Required Action Taken.* All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1 *Donee's Authority.* Donee is a municipal corporation organized under the law of the State of Missouri, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2 *Authority of Signatories; No Breach of Other Agreements.* The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

4.2.3 *All Required Action Taken.* All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

ARTICLE 5.
RELEASE OF CLAIMS

5.1 Release of Claims. Donee hereby covenants and agrees to release and not to sue Donor, its officers, directors, attorneys, agents and employees (the ***"Released Parties"***) as a result of any and all claims regarding the condition of the Property, including any and all claims and causes of action existing as of the date of Donor's delivery of the Deed for the Property to Donee and any claims and causes of action thereafter created or enacted, whether at common law or by federal, state, county or municipal law or ordinance, including without limitation, any claims and causes of action relating to the presence in, on, under or near the Property, of any Hazardous Material (as defined below) or arising under any Evironmental Laws. The provisions of this paragraph shall survive Closing and conveyance of the Property.

5.2 Definitions. The term ***"Hazardous Material"*** means any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as defined below) as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic

substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, including any items defined as "Hazardous Materials" in 49 CFR 171.8, and any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied Natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and any other material of similar genre. The term ***"Environmental Laws"*** means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of governmental authorities relating to the environment, or to any Hazardous Material or to any activity involving Hazardous Materials, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42. U.S.C. 6901 et seq., as amended (CERCLA), the Resource Conservation and Liability Act, as amended 42 U.S.C. 6901 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j, as all of the foregoing may be amended from time to time.

ARTICLE 6.
NOTICE

6.1 Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to Donor: Mercy Health
Attention: Ms. Nancy E. Bukovic
Executive Director-Counsel
14528 S. Outer Forty Drive, Suite 100
Chesterfield, Missouri 63017

With a copy to: Sandberg Phoenix & von Gontard P.C.
Attention: Elizabeth A. Murphy
600 Washington Ave., Suite 1500
St. Louis, Missouri 63101

If to Donee: _____
_____
_____
_____

6.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 7.
GENERAL PROVISIONS

7.1 Remedies. In the event of any breach or default by Donor hereunder, Donee shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by Donee occurring prior to Closing and resulting in a failure to close, Donor's sole and exclusive remedy shall be to terminate this Agreement.

7.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

7.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

7.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

7.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

7.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

7.10 Assignment. Donee may not assign its interest in this Agreement prior to the Closing without the prior written consent of Donor which may be granted in Donor's sole and absolute discretion. Any assignment made in violation of this paragraph shall be null and void and of no force or effect.

7.11 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

7.12 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

7.13 Effective Date. As used herein, the term ***"Effective Date"*** shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

7.14 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

7.15 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

[Remainder of page intentionally left blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

DONEE:

CITY OF JOPLIN,
a Missouri municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

DONOR:

MERCY HEALTH SOUTHWEST MISSOURI/KANSAS COMMUNITIES,
a Missouri not-for-profit corporation

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A
to
Donation Agreement

Legal Description of Property

[Insert legal description of Tracts 5, 6 and 7]

EXHIBIT B
to
Donation Agreement

Shared Parking License

The space above this line is for Recorder's use only

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the ***"Agreement"***) is made as of this _____ day of _____, 2012, by and between the City of Joplin, a Missouri municipal corporation (***"Grantor"***), with a mailing address at _____, and Stained Glass Theatre Joplin, a Missouri not-for-profit corporation with a mailing address at _____ (referred to as ***"Stained Glass"***), and Joplin Schools, a Missouri municipal corporation with a mailing address at _____ (referred to as ***"Joplin Schools"*** and collectively with Stained Glass as ***"Grantee"***).

RECITALS

A. Grantor is the holder of legal title to a certain parcel of land in the County of Jasper and State of Missouri which is legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the ***"Parking Parcel"***), on which Grantor intends to construct parking improvements to serve an elementary school.

B. Stained Glass owns certain real property adjoining the Parking Parcel which is legally described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the ***"Stained Glass Parcel"***), on which Stained Glass intends to construct a performance theater to be used in connection with the mission of its artistic ministry (the ***"Stained Glass Theatre"***).

C. Joplin Schools owns certain real property adjoining the Grantor Parcel which is legally described on Exhibit C attached hereto and made a part hereof (hereinafter referred to as the ***"School Parcel"***), on which Joplin Schools intends to construct an elementary school and related improvements (the ***"School"***).

D. The Stained Glass Theatre and the School may need to utilize the Parking Parcel from time to time for parking by their respective invitees, licensees and employees.

D. Grantor and Grantee wish to establish a permanent parking license over, upon, and across the Parking Parcel to benefit the Stained Glass Parcel and the School Parcel.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

Section 1. Parking License. Grantor, on behalf of itself and its successors and assigns as owners of title to the Parking Parcel, hereby grants, gives, extends and confers upon Grantee and Grantee's successors and assigns as owners of title to the Stained Glass Parcel and the School Parcel, a license (the ***"Parking License"***) over, under, above and through the Parking Parcel for the purpose of parking vehicles of Grantee, its visitors, employees, invitees and licensees in connection with special events of Grantee from time to time (the ***"Permittees"***). The Parking License shall be over such portion(s) of the Parking Parcel as is or are improved from time to time for the parking or accommodation of vehicles.

Section 2. Parking License Term. The Parking License shall continue until the earlier of: (i) the termination of this Agreement by written consent of both Grantor and Grantee; (ii) as to the Stained Glass Parcel, Grantee's ceasing to use the Stained Glass Parcel for operation of the Stained Glass Theatre; or (iii) as to the School Parcel, Grantee's ceasing to use the School Parcel for operation of the School.

Section 3. Indemnification; Insurance.

(a) This grant of the Parking License is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of the Permittees' exercise of rights granted pursuant to this Agreement or use of the Parking Parcel. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its owners, members, managers, agents, representatives, lessees, successors and assigns (the ***"Indemnified Parties"***) from and against any and all causes of action, damages, losses, matters, expenses, claims and liabilities whatsoever (including court costs and reasonable attorney's fees and expenses) in any way directly or indirectly related to, based on or arising from the use of the Parking Parcel by the Permittees. The provisions of this Section 3 shall survive the termination of the Parking License and/or this Agreement.

(b) Throughout the term of the Parking License, each Grantee shall maintain liability insurance that names Grantor as an additional insured, insuring against injury to persons and property resulting from the Permittees' use of the Parking Parcel, in the minimum amount of One Million Dollars ($1,000,000.00).

Section 4. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be sent, transmitted or delivered to the addresses set forth on the first page hereof (or such other address as may be hereafter specified by written notice given to the other. Notices shall be sent either by Registered or Certified Mail, Return Receipt Requested, or by Federal Express, Airborne or other national overnight courier and shall be deemed given when transmitted with proof of transmission or when delivered at the specified address.

Section 5. Miscellaneous.

(a) *Severability.* The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In the event the terms of this Agreement shall become the subject of litigation regarding the reasonability of the duration or scope of the covenants or restrictions contained herein, and if such restrictions are found unreasonable by any court, then to the extent provided or allowed by law such covenants or restrictions shall not be construed as invalid or unenforceable, but shall be modified such that, in the judgment of the court, the covenant or restriction, as modified, shall be reasonable and enforceable as to duration and/or scope.

(b) *Captions.* Captions appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of the provisions hereof.

(c) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(d) *Entire Agreement.* This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications, whether oral or written with respect to the subject matter hereof. No modification or amendment of this Agreement shall be enforceable against any persons unless such person has consented in writing to such modification or amendment.

(e) *Consent to Jurisdiction.* Any suit or proceeding arising out of or relating to this Agreement shall be commenced only in Jefferson County, Missouri and each party to this Agreement hereby consents to the exclusive jurisdiction of such court.

(f) *Governing Law.* This Agreement is entered into under and shall be governed by and construed in accordance with the internal laws of the State of Missouri.

(g) *Waiver.* Grantor may waive the performance of or compliance with any of the provisions hereof, which waiver shall not be construed as a waiver of any other provision of this Agreement or as a waiver of any subsequent breach.

(h) *Rights of the Third Parties.* Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity

other than the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

(i) *No Presumption Against Drafter.* In the event of ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties hereto and no presumptions or burdens of proof shall be construed as if drafted by virtue of the authorship of any of the provisions of this Agreement.

(j) *Preambles.* The preambles to this Agreement are incorporated into and made a part hereof.

(k) *Successors Bound.* This Agreement is binding on the personal representatives, heirs, successors and assigns of the respective parties.

(l) *Binding Effect.* This Agreement shall be binding upon and shall inure for the benefit of the successors, assigns, executors, heirs and representatives of the parties hereto.

[Remainder of page intentionally left blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties hereto have executed this Parking License Agreement as of the day and year first above written.

GRANTEE:

STAINED GLASS THEATRE JOPLIN,
a Missouri not-for-profit corporation

By: _____
Name: _____
Title: _____

Date: _____

GRANTOR:

CITY OF JOPLIN,
a Missouri municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

JOPLIN SCHOOLS,
a Missouri municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of the City of Joplin, a Missouri municipal corporation which is the Grantor, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered the said instrument as _____ of said Missouri municipal corporation, pursuant to authority given by the Board of Directors of said Missouri municipal corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2012.

_____
Notary Public

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of Stained Glass Theatre Joplin, a Missouri not-for-profit corporation which is the Grantee, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered the said instrument as _____ of said Missouri not-for-profit corporation, pursuant to authority given by the Board of Directors of said Missouri not-for-profit corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2012.

_____
Notary Public

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of Joplin Schools, a Missouri municipal corporation which is the Grantee, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered the said instrument as _____ of said Missouri municipal corporation, pursuant to authority given by the Board of Directors of said Missouri municipal corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2012.

_____
Notary Public

My commission expires:

EXHIBIT A
to
Parking License Agreement

Legal Description of Parking Parcel

[Insert Legal Description for Tract 6]

EXHIBIT B
to
Parking License Agreement

Legal Description of Stained Glass Parcel

[Insert Legal Description for Tract 3]

EXHIBIT C
to
Parking License Agreement

Legal Description of School Parcel

[Insert Legal Description for Tracts 1, 2A, 2B and 2C]

EXHIBIT C
to
Donation Agreement

Deed

The space above this line is for Recorder's use only

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this _____ day of _____, 2012, by and between Mercy Health Southwest Missouri/Kansas Communities, f/k/a Mercy Health Systems-Joplin, Inc., a Missouri not-for-profit corporation (***"Grantor"***), with a mailing address at Attention: Nancy Bukovic, Executive Director-Counsel, 14528 S. Outer Forty Drive, Suite 100, Chesterfield, Missouri, 63017, and the City of Joplin, a Missouri municipal corporation (***"Grantee"***) with a mailing address at _____.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee the Real Estate situated in the County of Jasper, State of Missouri, described in Exhibit A attached hereto (the "***Property***").

EXCEPTING THEREFROM AND SUBJECT TO the following restrictions and rights which Grantor hereby reserves to itself, its successors and assigns:

1. The Grantee covenants and agrees that, at all times hereafter, it shall not permit or conduct, nor shall its successors or assigns permit or conduct, use of the property for any of the following purposes:

a. an abortion clinic or medical service type facility that includes the provision of abortion services or promotes the use of abortion services, sterilization, artifical insemniation, assisted suicide and/or euthanasia;

b. a counseling service which recommends to its clients sterilization and the consideration of abortion as an alternative to carrying a pregnancy through birth;

c. the supply, prescribing or dispensing of any medicines, chemicals or instruments of any kind for use in any practice or procedure prohibited by paragraph (a) above, including but not limited to any abortifacient;

d. a political action group or similar organization of which a principal teaching or policy is the advocacy of abortion or right of free choice of an individual to elect abortion;

e. installation, maintenance or placing of any signs or other advertising on or about the Property that promotes or advocates abortion or right of free choice of an individual to elect abortion or euthanasia; or

f. an adult bookstore, x-rated movie theater, topless bar, or similar establishment, or any other obscene or pornographic performances or other activies.

As used herein, the term ***"abortion"*** shall include all forms of deliberate destruction of the human embryo or fetus at any time after the moment of fertilization. As used herein, the term ***"euthanasia"*** shall include any action or omission that of itself or by intention causes any human being of any age to die, whether or not such individual is suffering from anyphysical or mental abnormality, and whether or not such conduct is permitted or prohibited by any applicable law.

2. Grantee agrees that if Grantee fails to complete construction and commence operation of any of the following improvements on or before the fifth (5^{th}) anniversary of the recording of this Deed: (i) a memorial museum and courtyard on the portion of the Property identified in Exhibit A as Tract 5 (the ***"Museum Tract"***); (ii) forested areas on the portion of the Property identified in Exhibit A as Tracts 7 and 8 (collectively, the ***"Forest Tract"***); and (iii) parking serving the Property on the portion of the Property identified in Exhibit A as Tract 6 (the ***"Parking Tract"***); then upon written notice by Grantor to Grantee electing to exercise its rights pursuant to this Section 2, title to the applicable portion of the Property shall revert back to Grantor and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds or other matters affecting such portion of the Property which were made or created after the date of this Deed. In the event Grantee does complete construction of the above described improvements on the Property and commences operation thereof within such time period, then upon Grantee's request, Grantor agrees to execute an instrument, in recordable form reasonably acceptable to Grantor and Grantee, acknowledging the satisfaction of said condition and the termination of Grantor's reversionary interest in the Property.

3. Grantor's remedies for enforcement of Grantee's covenants and Grantor's rights set forth in Sections 1 and 2 above shall include but not be limited to any and all equitable remedies which may be appropriate, including injunctive relief and specific performance, and Grantor shall be entitled to receive from Grantee its attorney's fees and other costs incurred as a result of such enforcement action.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the heirs and assigns of such party or parties forever.

The said Grantor hereby covenanting that said Grantor and the heirs, executors, administrators and assigns of such Grantor, shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to the heirs and assigns of such Grantee forever against the lawful claims of all persons claiming by, through, or under Grantor, but none other, excepting, however, the general taxes for the calendar year 2012 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:

MERCY HEALTH SOUTHWEST, MISSOURI/KANSAS COMMUNITIES, a Missouri not-for-profit corporation

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF JOPLIN, a Missouri municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of Mercy Health Southwest Missouri/Kansas Communities, a Missouri not-for-profit corporation which is the Grantor, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered the said instrument as _____ of said Missouri not-for-profit corporation, pursuant to authority given by the Board of Directors of said Missouri not-for-profit corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2012.

_____
Notary Public

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of the City of Joplin, a Missouri municipal corporation which is the Grantee, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered the said instrument as _____ of said Missouri municipal corporation, pursuant to authority given by the Board of Directors of said Missouri municipal corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2012.

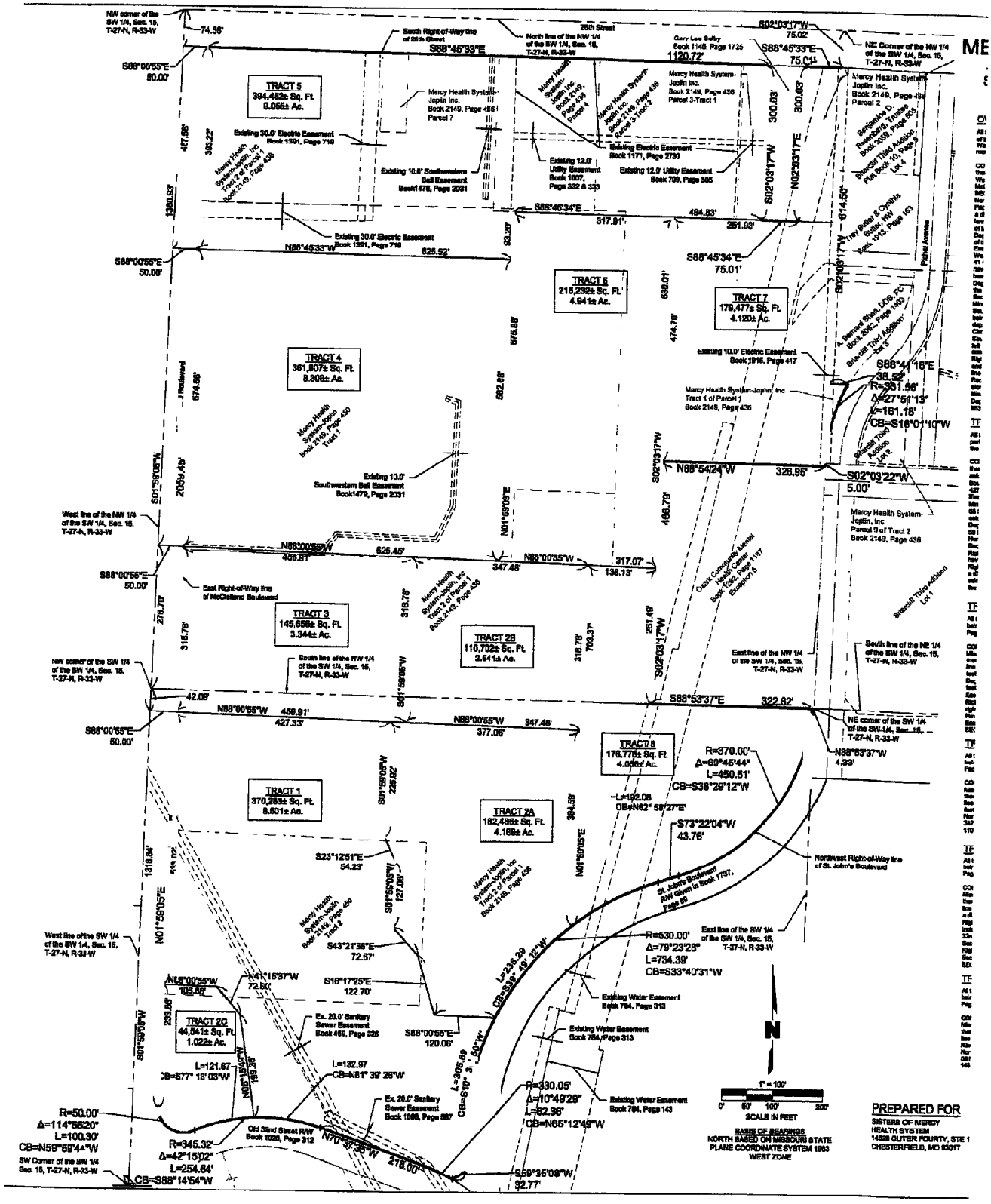
_____
Notary Public

My commission expires:

EXHIBIT A
to
Special Warranty Deed

Legal Description of Property

[Insert Legal Description for Tracts 5, 6 and 7]


TRACT 1
370,283± Sq. Ft.
8.501± Ac.
TRACT 2A
182,486± Sq. Ft.
4.188± Ac.
TRACT 2B
110,702± Sq. Ft.
2.541± Ac.
TRACT 2C
44,641± Sq. Ft.
1.022± Ac.
TRACT 3
145,658± Sq. Ft.
3.344± Ac.
TRACT 4
361,807± Sq. Ft.
8.306± Ac.
TRACT 5
394,482± Sq. Ft.
9.056± Ac.
TRACT 6
215,232± Sq. Ft.
4.941± Ac.
TRACT 7
179,477± Sq. Ft.
4.120± Ac.
TRACT 8
179,778± Sq. Ft.
4.056± Ac.
Mercy Health System-Joplin, Inc
Parcel 9 of Tract 2
Book 2149, Page 436
Mercy Health System-Joplin Inc
Book 2149, Page 436
Parcel 7
Mercy Health System-Joplin Inc
Book 2149, Page 436
Parcel 3-Tract 1
Mercy Health System-Joplin Inc
Book 2149, Page 436
Parcel 4
Mercy Health System-Joplin Inc
Book 2149, Page 436
Parcel 3-Tract 2
Mercy Health System-Joplin Inc
Tract 2 of Parcel 1
Book 2149, Page 436
Mercy Health System-Joplin Inc
Tract 1 of Parcel 1
Book 2149, Page 436
Mercy Health System-Joplin Inc
Tract 3 of Parcel 1
Book 2149, Page 436
Mercy Health System-Joplin Inc
Tract 2 of Parcel 1
Book 2149, Page 436
Mercy Health System-Joplin Inc
Tract 1 of Parcel 1
Book 2149, Page 436
Gary Lee Saffay
Book 1145, Page 1725
Benjamine D. Reversing Trustee
Book 3098, Page 455
Bismolt Third Addition
Plat Book 10, Page 9
Lot 1
Trey Potter & Cynthia Potter, HW
Book 1915, Page 163
Pitcher Avenue
R. Bernard Short, DDS, PC
Book 3062, Page 1400
Bismolt Third Addition
Lot 2
Existing 10.0' Electric Easement
Book 1915, Page 417
Bismolt Third Addition
Lot 1
Bismolt Third Addition
Lot 4
Mercy Health System-Joplin, Inc
Parcel 9 of Tract 2
Book 2149, Page 436
Ozark Community Mental Health Center
Book 2062, Page 1197
Exception 5
Existing 30.0' Electric Easement
Book 1391, Page 718
Existing 10.0' Southwestern Bell Easement
Book1479, Page 2031
Existing 12.0' Utility Easement
Book 1007,
Page 332 & 333
Existing Electric Easement
Book 1171, Page 2730
Existing 12.0' Utility Easement
Book 709, Page 305
Existing 30.0' Electric Easement
Book 1391, Page 718
Existing 10.0' Southwestern Bell Easement
Book1479, Page 2031
Ex. 20.0' Sanitary Sewer Easement
Book 469, Page 326
Ex. 20.0' Sanitary Sewer Easement
Book 1068, Page 987
Existing Water Easement
Book 784, Page 313
Existing Water Easement
Book 784, Page 313
Existing Water Easement
Book 784, Page 143
Old 33rd Street R/W
Book 1020, Page 312
St. John's Boulevard
R/W Given in Book 1737,
Page 80
Northwest Right-of-Way line of St. John's Boulevard
East Right-of-Way line of McClelland Boulevard
South Right-of-Way line of 26th Street
North line of the NW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
NW corner of the SW 1/4, Sec. 15, T-27-N, R-33-W
NE Corner of the NW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
West line of the NW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
South line of the NW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
East line of the NW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
South line of the NE 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
NW corner of the SW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
NE corner of the SW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
West line of the SW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
East line of the SW 1/4 of the SW 1/4, Sec. 15, T-27-N, R-33-W
SW Corner of the SW 1/4 Sec. 15, T-27-N, R-33-W
S88°45'33"E 1120.72'
S88°00'55"E 50.00'
S02°03'17"W 75.02'
S88°45'33"E 75.01'
S02°03'17"W 300.03'
N02°03'17"E 300.03'
S88°46'34"E 317.91'
494.83'
251.93'
S02°03'17"W 614.50'
N88°45'33"W 625.52'
S88°00'55"E 50.00'
S85°45'34"E 75.01'
S02°03'17"W 580.01'
S88°41'16"E 38.52'
R=381.56'
Δ=27°51'13"
L=161.18'
CB=S16°01'10"W
N88°54'24"W 328.86'
S02°03'22"W 5.00'
N01°59'05"E 2059.49'
S01°59'05"W 1380.93'
N01°59'05"E 466.79'
N88°00'55"W 456.91'
625.46'
N88°00'55"W 347.45'
317.07'
136.13'
S88°00'55"E 50.00'
S01°59'05"W 276.70'
N01°59'05"E 316.78'
N01°59'05"E 261.45'
S02°03'17"W 703.37'
S88°53'37"E 322.62'
42.08'
N88°00'55"W 456.91'
427.33'
N88°00'55"W 347.46'
377.06'
S88°00'55"E 50.00'
S01°59'05"W 225.92'
N01°59'05"E 384.59'
R=370.00'
Δ=69°45'44"
L=450.51'
CB=S38°29'12"W
L=192.08
CB=N62° 58'27"E
S73°22'04"W 43.76'
N88°53'37"W 4.33'
S23°12'51"E 54.23'
S01°59'05"W 127.08'
S43°21'36"E 72.57'
S16°17'25"E 122.70'
S88°00'55"E 120.06'
L=236.39'
CB=S33° 49' 12"W
L=305.69'
CB=S10° 2' 50"W
R=530.00'
Δ=79°23'25"
L=734.39'
CB=S33°40'31"W
R=330.05'
Δ=10°49'29"
L=62.36'
CB=N65°12'49"W
N41°15'37"W 72.50'
N88°00'55"W 109.68'
N01°59'05"E 1318.84'
N01°59'05"E 239.66'
S01°59'05"W 55.95'
N00°00'55"W
L=121.67'
CB=S77° 13' 03"W
L=132.97'
CB=N81° 39' 26"W
R=50.00'
Δ=114°56'20"
L=100.30'
CB=N59°59'44"W
R=345.32'
Δ=42°15'02"
L=254.64'
CB=S88°14'54"W
N70°37'25"W 216.00'
S59°36'08"W 32.77'
1" = 100'
0' 50' 100' 200'
SCALE IN FEET
BASIS OF BEARINGS
NORTH BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM 1983 WEST ZONE
PREPARED FOR
SISTERS OF MERCY HEALTH SYSTEM
14528 OUTER FOURTY, STE 1
CHESTERFIELD, MO 63017

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 23, 2012
Council Bill No. 2012- 132
Item: Foundation Demolition & Debris Removal by Address
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Bid Tab
2) Proposal
3) Council Bill No. 2012- 132

Engineering: Jack Schaller JS	Date: 5-14-12
Public Works: David Hertzberg DRH	Date: 5/14/12
Finance Department: Leslie Jones LJ	Date: 5-15-12
City Attorney: Brian Head BH	Date: 5-15-12
City Manager: Mark Rohr MR	Date: 5-15-12

Recommended Action: Approval of award of contract with Construction Adventures for a contract amount of $909,035.44.

Background: This project consists of decommissioning, demolition, hauling and appropriate disposal of demolition debris from up to a possible 375 specified foundations on private property and filling basement/crawl spaces and in-ground swimming pools with clean sand and/ or soil. Properties will be provided to the contractor in a large group based upon declaration by the Building Board of Appeals. The contractor will only be paid for the actual structures they remove.

Discussion: Foundation Demolition and Debris Removal by Address was advertised in the Joplin Globe for one day. Bids were opened on May 10, 2012 with 5 firms bidding.

Recommendation: Staff recommends approval of an award of contract to Construction Adventures Inc. in the amount of $909,035.44.

BID TABULATION

PROJECT: Foundation Demolition and Debris Removal
DATE OF BID OPENING: May 10, 2012 10:00 a.m.

CONTRACTOR	BID
Big John's	972,000.00
B & D Yardbuilders	952,300.00
Construction Adventures	909,035.44
Kat Excavation	1,712,271.00

COUNCIL BILL NO. 2012- 132 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Construction Adventure Inc. to provide professional services for the Foundation Demolition and Debris Removal by Address in the amount of Nine Hundred Nine Thousand Thirty Five Dollars and 44/100 Dollars ($909,035.44) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Construction Adventures Inc. to provide professional services for Foundation Demolition and Debris Removal, in the amount of Nine Hundred Nine Thousand and Thirty Five and 44/100 Dollars ($909,035.44)

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

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

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

_____, 2012 by a _____ vote.

ATTEST: 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 23, 2012
Council Bill No. 2012-133

Item: Memorial Hall Foundation
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Proposal
2) Council Bill No. 2012-133

Engineering: Jack Schaller JS	Date: 5-14-12
Public Works: David Hertzberg DH	Date: 5/14/12
Finance Department: Leslie Jones LJ	Date: 5-15-12
City Attorney: Brian Head BH	Date: 5-15-12
City Manager: Mark Rohr MR	Date: 5-15-12

Recommended Action: Approval of award of contract with Allgeier, Martin and Associates Inc. for a contract of $38,630.

Background: Memorial Hall has experienced accelerated settlement in the northeast corner of the structure following a seismic event that took place near Shawnee, Oklahoma that was sufficient enough to be felt in the Joplin area. As such, it is belived that the seismic activity resulted in various cracking found primarily in the northeast corner of the structure.

Discussion: Due to these events the City desires to investigate the likely causes of settlement and evaluate options to reduce/mitigate any future settlement. This can be accomplished by having Allgeier, Martin and Associates perform a geotechnical investigation, evaluation of the in situ soil density and consolidation values, probabilistic seismic hazard analysis, and report of findings with potential recommendations to reduce/mitigate future settlement. Allgeier, Martin and Associates will review proposed activities, interpret findings and recommendations presented in the report and estimate probable costs for mitigation.

Recommendation: Staff recommends approval of an award of contract to Allgeier, Martin and Associates Inc. in the Amount of $38,630.

ENGINEERING SERVICES
WORK AUTHORIZATION AGREEMENT

;eier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided.

Compensation will be based on the attached rate schedule. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee:_____ Maximum Fee: $38,630

By: _____ Date: 4/19/12

Chris Erisman, PE, Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: Memorial Hall Foundation

PROJECT LOCATION: Joplin, MO

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Joplin
ATTN: Mr. Jack Schaller, Asst. Director of Public Works
STREET ADDRESS: 602 South Main St
CITY: Joplin STATE: MO ZIP CODE: 64801

WORK AUTHORIZED BY:

_____
Date

_____
Name and Title

_____
Signature

SCOPE OF WORK:

See letter dated 4-19-1012 from Atkinson to Schaller for Memorial Hall Foundation.

GENERAL CONDITIONS

MENT TERMS - Unless otherwise agreed in writing, payment is due within ten days of receipt of our invoice. If payment is not received within thirty days from the invoice date, the Client agrees to pay late fees of 1.5% per month (if this exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable), and reasonable attorneys fees and costs of collection. Claims for unpaid fees or compensation may be determined in any state or federal court for Jasper County, Missouri.

In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE - The Engineer maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of $2,000,000. Comprehensive General Liability Insurance with coverage of $1,000,000, and Automobile Liability Insurance with coverage of $1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by the Engineer in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – The Engineer's maximum aggregate liability for damages connected with the project is limited to the compensation paid by the Client to the Engineer for project services.

RIGHT-OF-WAY - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the necessary surveys, test, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage, which may result.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by the Engineer as instruments of service pursuant to this Agreement, shall be the sole property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Engineer. At the request and expense of Client, the Engineer will provide Client with copies of documents created in the performance of said work.

SAFETY - Should Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Missouri.

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2012

LABOR RATES

Position	Hourly Billing Rate 01/01/12 thru 12/31/12
Principal/Engineer IV	$165
Principal/Engineer III	$150
Project Manager/Engineer II	$130
Project Manager/Engineer I	$115
Designer/Technician III	$90
Designer/Technician II	$78
Designer/Technician I	$72
Two-Man GPS Survey Crew	$155
One-Man GPS Survey Crew	$115
Three-Man Survey Crew	$170
Two-Man Survey Crew	$130
Registered Land Surveyor II	$140
Registered Land Surveyor I	$120
Survey Party Chief	$72
Survey Crew Member	$59
Right of Way Specialist	$94
Construction Inspector III	$90
Construction Inspector II	$78
Construction Inspector I	$72
Secretary/Word Processor	$59
Print Specialist	$59

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.55 per mile (or IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

Apri 13, 2012

Terracon

Allgeier Martin & Associates, Inc.
723 East 24th Street
Joplin, MO 64804

Attn: Mr. Michael Atkinson, P.E.
P: (417) 624-5703
E: matkinson@amce.com

Re: Proposal for Geotechnical Engineering Services
Memorial Hall Settlement Assessment
Joplin, Missouri
Proposal Number: PB312104g.1

Dear Mr. Atkinson:

Terracon Consultants, Inc. (Terracon) is pleased to submit this revised proposal to provide geotechnical engineering services for the above referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

1.0 PROJECT INFORMATION

Site Location

Item	Description
Location	212 West 8th Street Joplin, MO 64801, Joplin, Missouri.
Existing improvements	Memorial Hall, which was constructed in the 1920's.
Current ground cover	Exterior: Grass covered and landscaped. Sidewalks. Interior: Concrete floor slabs
Existing topography	Relatively level.

Project Description

Item	Description
Structure	Two story masonry structure with a basement.
Building construction	The structure appears to have concrete foundation walls with structural masonry for support of the upper two floors.
Finished floor elevations (FFE)	Not provided.

Item	Description
Previous Conditions	We understand cracks, reportedly attributed to settlement of the building have developed within primarily the northern portion of the building including: ■ The basement foundation walls in the northeast corner of the building; ■ The masonry walls within the upper two (2) floors in the northeast corner of the building; and ■ The exterior ramps to the main entrance on the northern portion of the building. Extensive cracks have not been observed within the remaining areas of the structure.
Current Conditions	We understand apparent new cracks, recently observed by the custodial staff, developed after the earthquake, whose epicenter was near Shawnee, Oklahoma, on November 6, 2011.
Existing Subsurface Information	We understand a subsurface exploration was performed north of the structure. We request this information be provided to us.

If any of this information is incorrect, please notify us immediately as revisions to our proposed scope of services may be warranted.

2.0 SCOPE OF SERVICES

We understand the City of Joplin would like to determine the following:

- Potential causes of apparent settlement of the existing structure;
- Likelihood of continuing settlement
- Potential means of reducing/mitigating continuing settlement of the structure;
- The potential effects of the earthquake that occurred on November 6, 2011 on the structure.

Based on this understanding, we propose a phased approach to evaluate the conditions at the site. The phases are summarized as follows:

2.1 Phase 1 - Evaluation of Settlements

2.1.1 Desktop Review

Terracon will perform a desktop study of available structural, geotechnical, and geologic (mining activity) information to evaluate the likely expected settlement performance of the existing structure and other local impacts that might lead to differential movement over time.

Data and information required from the Client and/or the City of Joplin would include:

- Available structural, utility and grading plans for the structure;
- Available geotechnical reports for the structure and any nearby structures; and
- Historical information regarding modifications, renovations and additions to the original structure.

Data that will be researched or developed by Terracon would include:

- Geotechnical data or reports available in our files;
- Geotechnical data or reports prepared by others that may be available as public information for nearby sites.
- Geologic and mining activity records for the vicinity. *(Based on information provided by the City of Joplin, we understand that City of Joplin mining maps indicate no known indications of mining activity at or within the vicinity of the site).*

2.1.2 Earthquake Impact Analysis

Terracon will also conduct a Probabilistic Seismic Hazard Analysis using data available from the USGS to develop a relationship between the magnitude 5.6 earthquake event that occurred approximately 21 miles NNE of Shawnee, Oklahoma and the peak horizontal ground acceleration that would occur at the site based on the recorded moment magnitude and distance from the earthquake epicenter.

Terracon will perform an evaluation of the existing structure to evaluate the condition of the structure prior to and following the above referenced earthquake. The evaluation will include an evaluation of the potential impacts the earthquake may have had upon the structure.

Data and information required from the Client and the City of Joplin would include:

- A copy of the assessment report prepared by their Insurance Carrier's engineering expert;
- Photographs the Client has of the alleged damaged areas prior to and shortly after the seismic event depicting the changes in conditions;
- Results from any surveying work monitoring points on the north side of the building for the last 3 years for vertical and horizontal displacement;
- Building roof plan, roof drainage plan, site storm drainage plan, site utilities plan(s), basement floor plumbing plan, building foundation plan(s), building floor plans and any other plans available for the structure(s) at the loss location; and
- List of significant repairs/capital improvements to the building structure and site for the last 5 years.

2.1.3 Desktop Review, Analysis, and Recommendations

Following completion of the desktop study, we will prepare a report of our preliminary findings and conclusions including:

- Potential cause(s) of apparent settlements;
- Discussion of potential remedial measures that could be undertaken to mitigate the differential settlement;
- Recommendations for subsurface exploration and testing required to develop additional data; and
- Discussion of the potential impacts of the earthquake on the structure.

2.2 Phase 2 – Subsurface Exploration/Mitigation Recommendations

Terracon has been provided a geotechnical engineering report prepared by Palmerton and Parish, Inc. for the existing northern stairs/ramp. The information within this report will be considered when developing our recommendations, and may reduce the number of borings required to develop additional information.

The field drilling program would be developed based on the results of our desktop review. However, based on the information currently available and our understanding that there is no known mining activity in the area of the site, we have developed the following preliminary scope exploration of services:

Field Program – We understand the City of Joplin would like to consider two (2) alternatives with regards to evaluating the existing structure. Option 1 includes evaluating the area of observed settlement along the northern portion of the structure. Option 2 includes evaluating the subsurface conditions within the remainder of the building to determine if similar subsurface conditions exist, which might result in occurrence of similar settlements.

Based on the limitations of the existing site conditions, we propose the following:

- Option 1 – Terracon will advance two (2) borings. The borings will be located at the northeast and northwest corners of the existing building and will be advanced until bedrock is encountered or a maximum depth of 50 feet below existing grade, whichever occurs first. Please refer to the attached figure A-1, Proposed Boring Location Diagram (Option 1).

- Option 2 – Terracon will advance nine (9) borings. The borings will be located around the building perimeter and will be advanced until bedrock is encountered or a maximum depth of 50 feet below existing grade, whichever occurs first. Please refer to the attached figure A-2, Proposed Boring Location Diagram (Option 2).

Based on our experience in the area, for budget purposes Terracon has considered that bedrock will be encountered at a depth of 30 feet.

Sampling will be in accordance with our standard procedures. Terracon proposes to sample the soils within the top 20 feet by advancing a thin walled Shelby tube sampler followed immediately by a split-barrel sample within each 5 foot interval with split-spoon samples obtained at intervals of five feet thereafter. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory.

Terracon observe and record groundwater levels during and immediately after drilling. Additionally, Terracon will install temporary piezometers in each boring to prevent caving and allow for subsequent groundwater readings.

Conditions/Items to be provided by others – Items to be provided by the City include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact Missouri One Call Service (MOCS) for location of utilities in public easements. Location of private lines on the property is not part of the MOCS or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes with cuttings, removing excess cuttings and patching existing asphalt with cold patch. If there are any restrictions or special requirements beyond those discussed in our proposal regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our truck or rubber tire ATV-mounted drilling equipment and Terracon providing layout of the borings; additional costs may result if this is not the case. It does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing landscape or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Excess auger cuttings would be removed from the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service or grout the holes at additional cost.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits,

consolidation, and strength tests (unconfined compression/calibrated penetrometer), as appropriate.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Missouri. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

Options 1 and 2

- Computer generated boring logs with:
  - Soil stratification based on visual soil classification
  - Laboratory test results
  - Boring elevations relative to a temporary benchmark
- Summarized laboratory data
- Groundwater levels observed during and after completion of drilling, and a minimum of 24 hours after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Encountered soil and bedrock conditions
- Alternative foundation mitigation systems
- Recommended foundation mitigation systems including subsurface strength parameters for design of the foundation mitigation system
- Seismic site classification
- Subgrade preparation/earthwork recommendations (if appropriate)

Option 2 Only

- Estimated potential settlement of foundations within the remainder of the existing building
- Discussion of the potential risk of excessive settlement for the entire structure
- If appropriate - recommendations for design and construction of a foundation mitigation system

Estimated Costs of Foundation Mitigation/Repairs

Once the subsurface exploration has been completed, Terracon can present our findings to qualified foundation mitigation contractors to develop "order of magnitude" cost estimates for repairing the existing foundations.

2.3 Schedule

We anticipate the following schedule:

Phase 1 – Evaluation of Settlements

- The desk top review can be completed within 10 business days of receipt of notice to proceed and upon receiving the information requested from the client.
- Completed Desk Top review and draft report within 5 business days of completion of desktop review. The draft report will be submitted to the client for review prior to finalizing the report.

Phase 2 – Subsurface Exploration/Mitigation Recommendations

- Field exploration can generally commence within 7 business days of completion of the desktop review, provided all utility lines have been located and marked, weather permitting;
- Laboratory tests should be completed within 5 to 10 business days following completion of the field exploration.
- Evaluation of data will continue during the field and laboratory testing phases; we expect to complete and submit our Geotechnical Report within 15 business days following completion of the field exploration.

3.0 COMPENSATION

The geotechnical engineering services will be billed on a unit rate basis in accordance with the attached unit rates. Based upon our understanding of the project and the above-proposed program, we estimate a not-to-exceed cost of **$15,363** for Phase 1. Further, based on assumed boring depths and laboratory testing, we estimate fees of **$5,100** for Phase 2 Option 1 and **$10,300** for Phase 2 Option 2. Please refer to the following estimated breakdown:

Phase 1

Senior Principal Engineer - Structural Review	4	$160	$640
Senior Principal Engineer - File Review	4	$160	$640
Senior Principal Engineer - Probabilistic Seismic Hazard Analysis	6	$160	$960
Senior Principal Geologist - Mining Records Review	12	$140	$1,680
Project Engineer - File/Public Records Search	12	$95	$1,140
Senior Principal Engineer - Analysis and Report Preparation	15	$160	$2,400
Administrative/Clerical	4	$55	$220
Estimated Subtotal - Desktop Review			$7,680

Senior Principal Engineer - Site Visit	9	$160	$1,440
Senior Principal Engineer - Analysis/Research/Document Review	5	$160	$800
Senior Principal Engineer - Analysis and Report Preparation	7	$160	$1,120
Administrative/Clerical	4	$55	$220
Estimated Subtotal - Earthquake Impact Analysis			$3,580

Senior Principal Engineer - Client Meetings/Consultation (assumes 3 client meetings at 4 hours each)	12	$160	$1,920
Senior Principal Engineer - Travel Time (1 trip each for Geotechnical Engineer and Forensic Engineer)	10	$160	$1,600
Mileage	568	$0.63	$358
Incidental Expenses If Required - (Copies/Motel)	1	$225.00	$225
Estimated Subtotal - Travel/Client Meetings			$4,103
Phase 1 - Not to Exceed Fee Estimate			**$15,363**

Phase 2

Option 1 – Assumes boring depths of 30 feet[1,2]	1	$5,100	$5,100
Option 2 – Assumes boring depths of 30 feet[1,3]	1	$10,300	$10,300

1. Assumes a maximum boring depth of 30 feet. If more or less drilling is required to reach bedrock, a unit rate of $21/ft will be billed/discounted accordingly to a maximum depth of 50 feet. This rate includes all drilling, sampling, laboratory testing, and engineering evaluation.
2. Assumes subsurface conditions are suitable for advancing Shelby tube samples and a total of two (2) consolidation tests are performed. If subsurface conditions are prohibitive and consolidation testing is not performed, a unit rate discount of $370/consolidation will be applicable for a maximum discounted of fee $740.
3. Assumes subsurface conditions are suitable for advancing Shelby tube samples and a total of four (4) consolidation test are performed. If subsurface conditions are prohibitive and consolidation testing is not performed, a unit rate discount of $370/consolidation will be applicable for a maximum discounted fee of $1,480.

An invoice will be submitted upon completion of services, with payment due within 30 days of invoice date.

4.0 AUTHORIZATION

We appreciate the opportunity of submitting this proposal, and are available to discuss the details with you. You may contact us at 417-864-5100, or via email at tga exander@terracon.com. This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate your consideration of Terracon for this work, and look forward to working as your geotechnical consultant on this and future projects.

Sincerely,
Terracon Consultants, Inc.

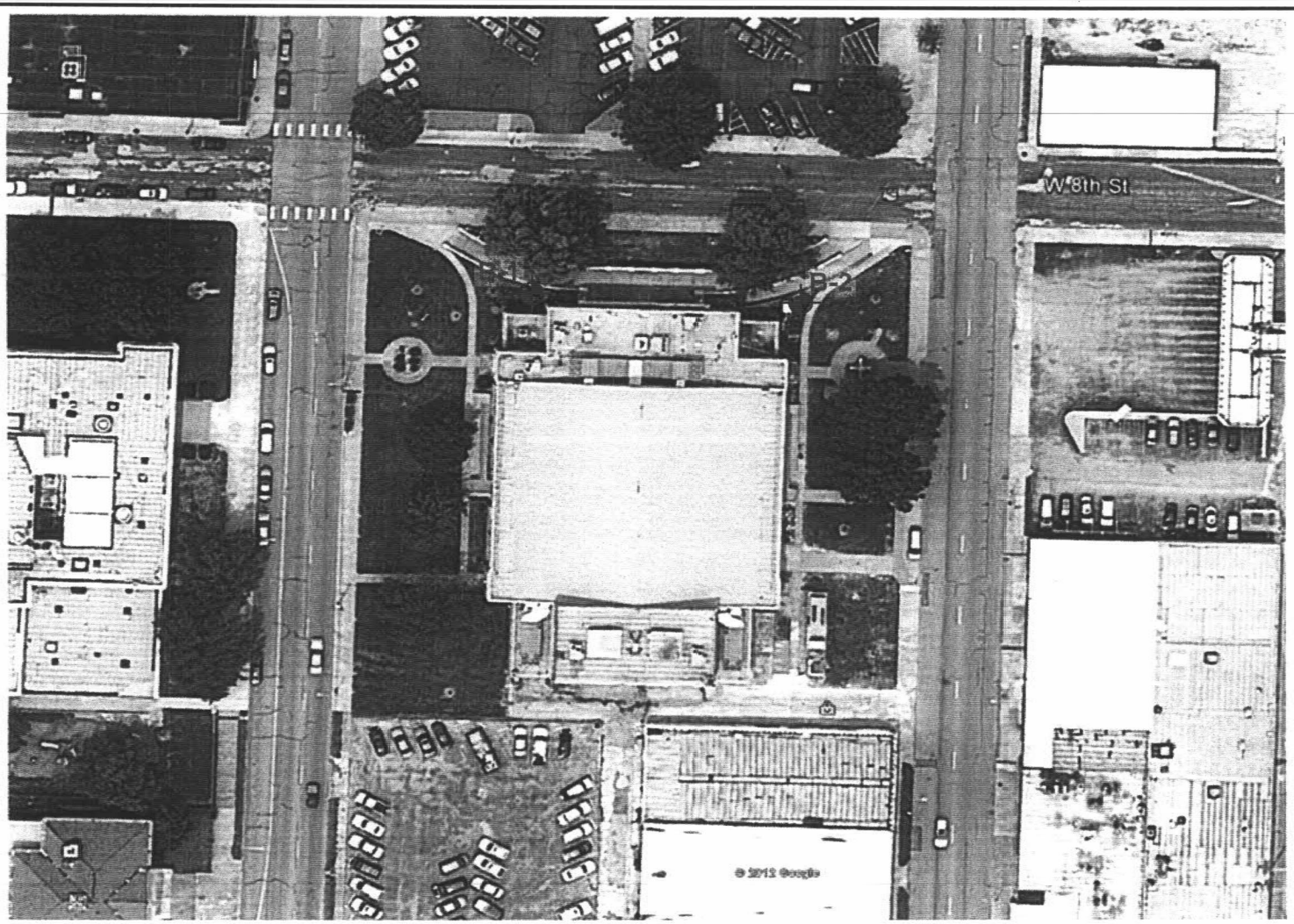
Ty A. G

Ty G. Alexander, P.E.
Senior Associate

Brandi Courtois
for Craig K. Denny, Ph.D., P.E.
Senior Principal, Senior Consultant

Attachment: Agreement for Services

Copies: Client – 1 (electronic)



N

Approximate Scale

200 feet

NOTES

1. Base drawings provided by others.
2. Diagram is for general location only, and is not intended for construction purposes.

Project Manager:	TGA
Drawn by:	TGA
Checked by:	CKD
Approved by:	TGA

Project No.	PB312104g.1
Scale:	GRAPHIC
File Name:	PB312104g.1PBPLAN
Date:	4/12/2012

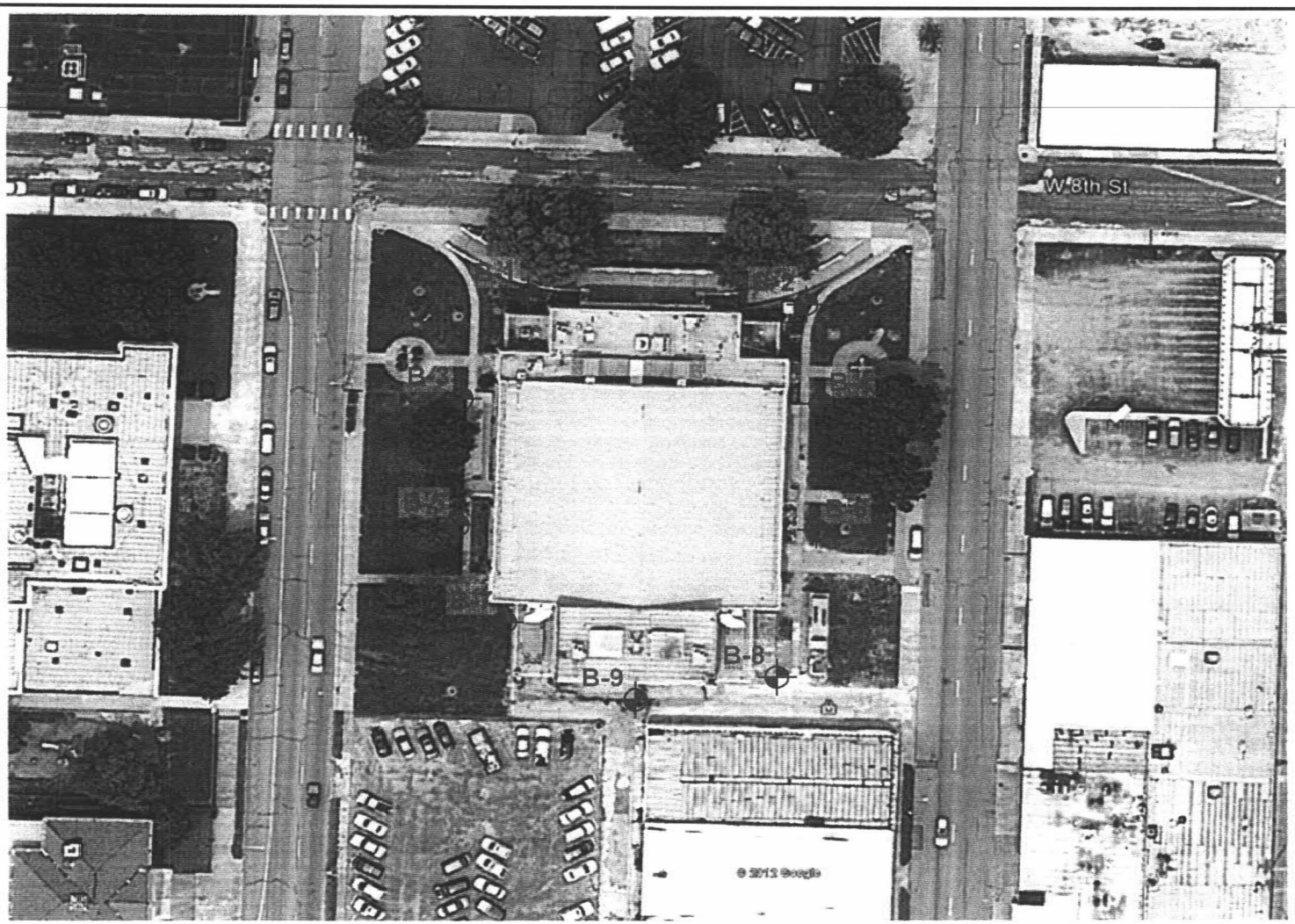
Terracon
Consulting Engineers & Scientists
764 N. Miller Avenue, Suite 100 Springfield, MO 65802
P [417] 764 5100 F [417] 864 0871

PROPOSED BORING LOCATION DIAGRAM

MEMORIAL HALL – OPTION 1
212 WEST 8TH STREET
JOPLIN, MISSOURI

Exhibit

A-1



N

Approximate Scale

200 feet

NOTES

1. Base drawings provided by others.
2. Diagram is for general location only, and is not intended for construction purposes.

Project Manager:	TGA
Drawn by:	TGA
Checked by:	CKD
Approved by:	TGA

Project No.	PB312104g.1
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Date:	4/12/2012

Terracon
Consulting Engineers & Scientists
764 N. Miller Avenue, Suite 100 Springfield, MO 65802
P [417] 764 5100 F [417] 864 0871

PROPOSED BORING LOCATION DIAGRAM

MEMORIAL HALL – OPTION 2

212 WEST 8TH STREET
JOPLIN, MISSOURI

Exhibit

A-2

Terracon

Reference Number: PB312104g.1

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Algeier Martin & Associates, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Memorial Hall Settlement Assessment - Joplin, Missouri project ("Project"), as described in the Project Information section of Consultant's Proposal dated April 13, 2012 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $100,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**

7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**	Client: Allgeier, Martin and Associates, Inc.
By: Ty A. Alexander Date: **4/13/12**	By: Michael Atkinson Date: 4-19-12
Name/Title: **Ty. G. Alexander, P.E. / Office Manager**	Name/Title: Michael Atkinson, P.E.
Address: **764 N. Miller Ave., Ste 100**	Address: 7231 East 24th Street (POB 2627, 64803)
Springfield, Missouri 65802	Joplin, MO 64804
Phone: **417.864.5100** Fax: **417.864.0871**	Phone: (417)680-7352 Fax: (417)680-7300

Reference Number: PB312104g.1

COUNCIL BILL NO. 2012-133 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Allgeier, Martin and Associates Inc. to provide professional services for the Memorial Hall Foundation Project, not to exceed Thirty Eight Thousand Six Hundred Thirty and No/100 Dollars (38,630.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Allgeier, Martin and Associates to provide professional services for the Memorial Hall Foundation Project, not to exceed Thirty Eight Thousand Six Hundred Thirty and No/100 Dollars (38,630.00)

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

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

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

_____, 2012, by a _____ vote.

ATTEST: Melodee-Colbert Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the said Infrastructure Fund account number 305-4550-530-8010 to pay the amount called for in said Agreement.

Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 23, 2012

Item: COUNCIL BILL NO. 2012-134
Originating Department: PUBLIC WORKS ADMINISTRATION

Attachments: 1) Southwest Missouri Municipal Water Coalition Description
2) Copy of Joint Contract
3) Copy of Ordinance

Department Head:	David Hertzberg	Date: 5/14/12
City Manager:	R. Mark Rohr	Date: 5-15-12
City Attorney:	Brian W. Head	Date: 5-15-12
Finance Department:	Leslie Jones	Date: 5-15-12

Recommended Action: Approval of contract with other municipalities, public water supply districts and other public sector entities of the State of Missouri to form a joint Municipal Utility Water Commission

Background: The City of Joplin has been a member in the Tri-State Water Resource Coalition since 2002. It is a non-profit coalition of regional municipalities, counties, and water providers. The Tri-State Water Resource Coalition is an educational and advocacy organization. It was not set up with the authority to build water projects.

Discussion: The Southwest Missouri Joint Municipal Water Utility Commission is a separate but sister organization to the Tri-State Water Resource Coalition. By state statute, the utility commission is made up of non-profit utilities and municipalities for the purpose of building regional water infrastructure projects. Missouri American Water Company is not eligible for membership as a for-profit water utility.

Our membership on the Tri-State Water Resource Coalition covers the membership of the Municipal Utility Water Commission. There is no additional fee.

Recommendation: Staff recommends passage of this agreement and becoming a member of the Southwest Missouri Joint Municipal Water Utility Commission.

TRI-STATE WATER

Resource Coalition

The S.W. Missouri Joint Municipal Water Utility Commission
As of 4/26/12

What is Tri-State Water Resource Coalition?

- A nonprofit (501C4) coalition of regional municipals, counties, and water providers whose mission is to secure adequate, affordable long-term water supplies for southwest Missouri.
- Tri-State Water is an education and advocacy organization. As a 501C4 it cannot build water projects.

What is the Southwest Missouri Joint Municipal Water Utility Commission (SMJMWUC)?

- The SMJMWUC is a separate but sister organization to Tri-State Water Resource Coalition. Its purpose is to build regional water infrastructure projects through the issuance of tax-exempt bonds and acquisition of land on behalf of the public health and safety.
- Joint municipal utility commissions are authorized through Missouri statute and afford municipals and water providers the opportunity to pool resources for large projects that provide mutual benefit.
- The SMJMWUC became a legal organization in April, 2012. Membership in the SMJMWUC will grow to represent a cross-section of municipals and water providers across southwest Missouri.
- Once a number of members have signed resolutions to join the SMJMWUC a board of directors will be seated and bylaws drawn up.
- General membership in the SMJMWUC involves only a small financial commitment for support staff (staff shared with Tri-State Water Coalition) and offers the opportunity to have a seat at the decision-making table.
- Additional financial commitment for any project(s) built by the SMJMWUC will be incurred only by members who choose to participate in said project(s). No member of the SMJMWUC will be required to fund the cost for specific projects unless they have chosen to participate in that project.
- The SMJMWUC may serve areas in other states but members must be from Missouri.

Tri-State Water Resource Coalition, P.O. Box 3674, Springfield, MO 65808 www.tristatewater.org
Executive Director Gail Melgren (417) 766-9499 gmelgren@tristatewater.org

FLOWCHART TO ILLUSTRATE

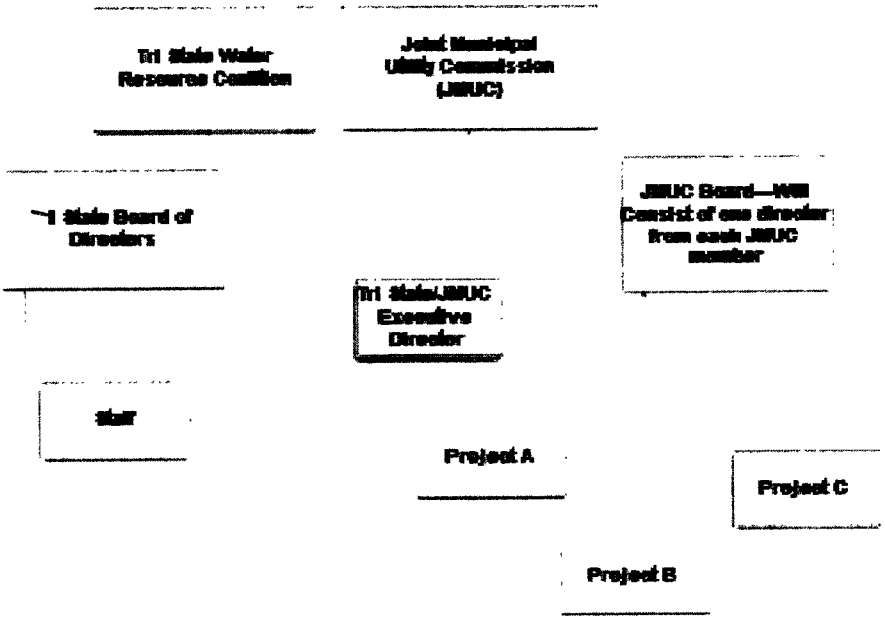
THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

IN RELATION TO

TRI-STATE WATER RESOURCE COALITION

Building Additional Regional Water Infrastructure

DEVELOPING A JMUC
(Joint Municipal Utility Commission)



Project debt must be approved by the JMUC Board of Directors and by the governing body of all project participants.

Initially Staff and Dues for Tri State/JMUC will be one and the same

Joining the JMUC creates no obligation to participate in any future projects but provides the opportunity.

THE SOUTHWEST MISSOURI JOINT MUNICIPAL

WATER UTILITY COMMISSION

JOINT CONTRACT

Approved by the Tri-State Water Resource Coalition Board of Directors 3/21/12

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THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

This JOINT CONTRACT is made and entered into as of the _____ day of _____, _____, by and among the municipalities, public water supply districts and other public sector entities of the State of Missouri whose names are subscribed hereto, hereinafter referred to as the "Contracting Members", acting pursuant to the authority conferred upon them by the Joint Municipal Utility Commission Act, Sections 393.700 to 393.770 RSMo, hereinafter referred to as "the Act".

WITNESSETH:

WHEREAS, the Contracting Members desire, pursuant to the provisions of the Act, to create and become parties to a joint contract establishing a joint municipal water utility commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, to provide for the planning, development, construction, financing, acquisition, participating in, improving, extending, operating, repairing and maintaining of water sources, including, but not limited to lakes, reservoirs, ponds, storage facilities, dams, wells and raw water; water treatment and purification plants; pumping stations; pipelines and distribution facilities and all other facilities or resources required to meet all or part of the potable water supply requirements of one or more of their respective water supply systems;

NOW, THEREFORE,

The Contracting Members agree as follows:

SECTION 1: EFFECTIVE DATE

This Joint Contract shall become effective and the existence of the Commission shall commence when two or more Contracting Members have duly executed it.

SECTION 2: CREATION OF THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION; PURPOSE

The Contracting Members pursuant to the Act, do hereby create a joint municipal water resource utility Commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, to be known as The Southwest Missouri Joint Municipal Water Utility Commission (the "Commission"). The purpose of this Joint Contract and of the Commission created hereby is, generally, to develop water supply sources, facilities related thereto and the necessary water supplies required to meet the needs of the Contracting Members and the inhabitants they serve, in the most economic and feasible manner. It is the intent of the Contracting Members to organize the Commission on a regional basis to efficiently provide for a potable water supply and the production, joint purchase and distribution arrangements to produce and distribute safe drinking water to all or a part of the potable water requirements of the Contracting Members in the most economical and efficient manner.

It is understood that Contracting Members may decide to form a separate and distinct joint municipal water commission to provide for water supply exploration, production, joint purchase and distribution arrangements. That event shall in no way affect their status under this contract of the Contracting Members.

SECTION 3: DURATION OF JOINT CONTRACT: DISPOSITION OF ASSETS ON DISSOLUTION

The duration of this Joint Contract and the existence of the Commission shall be perpetual unless sooner terminated by a vote, evidenced by resolution of the governing body, of at least three-fourths of the Contracting Members provided, however, that this Joint Contract and the existence of the Commission may not in any event be terminated so long as the Commission has any bonds, notes or other obligations outstanding, unless sufficient funds have been set aside irrevocably in trust to satisfy all the outstanding bonds, notes or other obligations of the Commission.

Upon termination of the existence of the Commission the property and the assets of the Commission shall be divided and distributed among the Contracting Members which are then parties to this Joint Contract in proportion to the amount of total dues paid; provided however that a Contracting Member who is not a participant of a Project shall have no liability or share of assets of a project of which it is not a participant, unless the Contracting Member and all project participants have expressly agreed in writing to the contrary .

SECTION 4: WITHDRAWAL

Any Contracting Members may withdraw from the Commission upon giving one year's written notice to the Commission, evidenced by resolution of its governing body, and payment of all amounts in arrears in its dues; provided that the withdrawing Member has no financial obligation in any existing project. If the Commission, prior to the receiving of written notice from the Contracting Member, shall have incurred indebtedness, in conformity with Section 11, that matures after the effective date of the notice of withdrawal, the withdrawal shall not become effective until that indebtedness shall have been paid by the Commission; or until sufficient funds have been set aside irrevocably in trust to satisfy that indebtedness, or in the alternative, until the withdrawing Contracting Member shall have paid to the Commission its pro rata portion thereof, or until sufficient funds have been set aside irrevocably in trust to satisfy that portion, but which shall not be construed to impose any obligation or reimbursement requirement on a withdrawing Contracting Member for any project in which the Contracting Member is not a participant. Any Contracting Member that withdraws from the Commission shall not be entitled to any property or assets of the Commission. Any Contracting Member that has given notice of withdrawal, and satisfied the requirements for withdrawal, shall have no further obligation to the Commission.

Any withdrawing Member shall be responsible for any and all costs directly associated with the withdrawal. All expenses which are incurred by the Commission as a result of a Member withdrawal shall be the responsibility of the withdrawing Member.

SECTION 5: AMENDMENT

This Joint Contract may only be altered, or amended, by the affirmative vote of the governing bodies of each and every Contracting Member, except as set forth in this Joint Contract.

SECTION 6: ADDITIONAL CONTRACTING MEMBERS

Additional municipalities of the State of Missouri or public water supply districts, formed under the provisions of Chapter 247. RSMo., may become additional Contracting Members of the Commission under this Joint Contract, pursuant to a supplement to this Joint Contract, subject to any bond resolution or other contract with holders of bonds of the Commission and subject to payment of a pro rata share of organizational, planning and other expenditures as determined by the Board.

That supplement shall be executed by the applying municipality or water supply district, who shall ratify and adopt this Joint Contract, and it shall become effective when it has been approved by the affirmative vote of two-thirds (2/3) of the Board present and voting at any regular meeting and when duly executed and delivered by any additional Contracting Member.

SECTION 7: BOARD OF DIRECTORS

(A) Duties. The business and affairs of the Commission shall be governed by a Board of Directors hereinafter referred to as the Board. The powers of the Commission shall be exercised by the Board, in which shall be vested all of the powers vested in the Commission by this Joint Contract and by the Act. The Board shall have the power to adopt bylaws, not inconsistent with this Joint Contract or the law of Missouri, for the management, administration and regulation of the business affairs of the Commission and to adopt rates for the sale of wholesale water to contracting parties.

(B) Number. The Board shall consist of one Director from each Contracting Member. The Board shall have the power to change the number of directors by resolution adopted by a vote of two-thirds (2/3) of the members of the Board voting and present at any regular meeting to reflect admission of new directors appointed by Contracting Members who become parties to the Joint Contract from time to time; provided, however, that no Contracting Member shall have fewer members than required by Section 393.710.2 RSMo., and that such change takes place in accordance with the procedures set forth in Section 6 of this Joint Contract, but in no event shall the number of directors be fewer than two. All directors must be natural persons. In addition, by contract, the Commission by majority vote of the Board of Directors can grant others advisory member status.

(C) Appointment. Each of the Contracting Members shall appoint, by resolution or ordinance, one Director and one alternate, who may be employees of that Contracting Member. A certified copy of that resolution or ordinance shall be provided to the Commission secretary, and the same shall constitute the qualification of each director and/or alternate . An alternate may attend, vote and be counted for the purpose of establishing a quorum at meetings of the Board and the Executive Committee when the Director, for which he/she is an alternate, does not attend. Initial appointments shall be made at the time the governing body of a Contracting

Member authorizes the execution and delivery of this Joint Contract or supplement hereto in the case of an additional Contracting Member.

(D) Term. Each Director and alternate shall be appointed for a period of three (3) years. Their successors shall be appointed for terms of three (3) years each from the date of the expiration of the term for which the predecessor was appointed. Notwithstanding the foregoing, each Director and alternate shall continue in office until their successor is appointed and qualified.

(E) Vacancies. A vacancy occurring in the Board, whether that vacancy is the result of resignation, death, removal or disability, shall be filled within forty-five (45) days from the date the vacancy occurs, by appointment by the governing body of the Contracting Member that appointed the Director and alternate with respect to whom the vacancy occurred. Except as otherwise provided by law, Directors and alternates may be reappointed.

(F) Removal. Any Director and Alternate may be removed, with or without cause, at any time by the governing body of the Contracting Member that appointed the Director or Alternate.

(G) Compensation. No Director shall receive compensation from this Commission for any service that person may render to it as a Director. However, with prior approval a Director may be reimbursed for that Director's actual expenses reasonably incurred in attending meetings and in rendering service to this Commission in the administration of its affairs.

(H) Accounting and Audits. The Board shall establish and maintain an appropriate accounting system. A complete audit shall be made of the Commission's accounts, books and financial conditions as soon as practicable after the close of each fiscal year, and a report thereon shall be submitted to the Board and the governing body of each Contracting Member prior to the close of the next fiscal year.

SECTION 8: OFFICERS

(A) General. The officers of this Commission shall be a president, one or more vice presidents, a secretary, a treasurer, and any other officers as the Board may elect. Officers of the Board shall be elected from among the members of the Board and shall at all times while holding those offices be a member of the Board. The same person may simultaneously hold more than one office in this Commission. The President and the Secretary may not be the same person.

The officers shall be first elected by the Board named in the Joint Contract at the first meeting of the Board, to serve at the pleasure of the Board until the first annual meeting of the board of directors or until their earlier death, incapacity, disqualification, resignation or removal. At the first and each subsequent annual meeting of the Board, the Board shall elect officers to serve at the pleasure of the Board until the next annual meeting of the Board or until their earlier death, incapacity, disqualification, resignation or removal.

Each officer of this Commission who is not reelected at the annual meeting of the Board next succeeding that officer's election and at which any officer of this Commission is

elected shall be deemed to have been replaced by the Board, unless the Board provides otherwise at the time of that officer's election.

The election of an officer does not itself create contract rights.

(B) Resignation. An officer may resign by delivering a written notice thereof to this Commission. That resignation shall be effective when it is delivered, unless a future effective date is specified in the notice.

(C) Removal. Any officer of this Commission may be removed or discharged for any lawful purpose by the Board at any time with or without cause, but that removal or discharge shall not affect the contract rights of the Contracting Member represented by the person so removed or discharged, or the officer's status as a director.

(D) Compensation. No Director of the Board shall receive any salary or compensation for serving as a Director. Each Director may be reimbursed for actual expenses if those expenses are reasonable and incurred in connection with the business and activities of this Commission.

(E) Vacancies. Vacancies caused by the death, incapacity, disqualification, resignation or removal of an officer of this Commission shall be filled by the Board at any annual or other regular meeting, or at any special meeting called for that purpose, and the person or persons so elected to fill a vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board or until that person's earlier death, incapacity, disqualification, resignation or removal.

(F) Delegation of Authority. The Board may from time to time delegate any of the functions, powers, duties and responsibilities of any officer to any other officer. In the event of a delegation, the officer from whom any function, power, duty or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

(G) The President. The president shall preside at all meetings of the Directors at which the president may be present and shall have any other duties, powers and authority as may be prescribed elsewhere in this Joint Contract or in the Commission's bylaws. The Board may delegate any other authority and assign any additional duties to the president, as it may from time to time determine.

The president may execute, with approval of the Board, all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of this Commission, may cause the seal to be affixed thereto, and may execute all other contracts and instruments for and in the name of this Commission.

At each annual meeting of the Board, the president (together with the treasurer) shall report on the activities and financial condition of this Commission.

The president shall have all other duties, powers and authority as may be prescribed elsewhere in this Joint Contract or the Commission's bylaws or by the Board.

(H) The Vice President. The vice president, or vice presidents if there are more than one, shall work in cooperation with the president and shall perform all duties as the Board may assign. In the event of the death or during the absence, incapacity, or inability or refusal to act as the president, the vice president (in order of seniority, 1st Vice President, 2nd Vice President, etc., if there is more than one vice president) shall be vested with all the powers and perform all the duties of the office of president until the Board otherwise provides.

(I) The Secretary. The secretary shall attend the meetings of the Board and shall prepare, or cause to be prepared, minutes of all proceedings at those meetings, and shall preserve them in the minute book of this Commission to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by that committee. In addition, the secretary shall have the following duties:

(i) act as custodian of all the books, papers and records of this Commission and authenticate records of this Commission;

(ii) furnish the Board, upon request, a full, true and correct copy of any book, paper or record in the secretary's possession;

(iii) act as custodian of the seal of this Commission and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;

(iv) give, or cause to be given, notice of the meetings of the Board, but this shall not lessen the authority of others to give such notice as provided in this Joint Contract or the Commission's bylaws;

(v) exercise and discharge the general duties, powers and responsibilities of a secretary of a Commission; and

(vi) exercise and discharge any other or further duties or authority as may be prescribed in this Joint Contract or in the Commission's bylaws, or from time to time by the Board.

(J) The Treasurer. The treasurer shall have supervision and custody of all moneys, funds and credits of this Commission, and shall cause to be kept full and accurate accounts of the receipts and disbursements of this Commission in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of this Commission as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of this Commission in such accounts and depositories as may be designated by the Board. The treasurer shall disburse or permit the disbursement of funds of this Commission in accordance with the authority granted by the Board. The treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board to the custody of any other person or Commission, or the supervision of which is delegated by the Board to any other officer, agent or employee.

The treasurer shall render to the president or the Board, whenever requested by any of them, a report on all financial transactions of this Commission and the financial condition of this Commission.

At each annual meeting of the members, the treasurer (together with the president) shall report on the activities and financial condition of this Commission.

The treasurer shall be bonded at this Commission's expense. The treasurer shall have the general duties, powers and responsibilities of a treasurer of a Commission, shall perform the duties of or oversee the duties of the chief financial and/or accounting officer of this Commission and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

(K) Assistant Secretary and Assistant Treasurer. Each assistant secretary or assistant treasurer, if any, in order of their seniority, in the event of the death or during the absence, incapacity, inability or refusal to act of the secretary or treasurer, respectively, shall perform the duties and exercise the powers of said respective officers until the Board provides otherwise and shall perform any other duties as the Directors may from time to time prescribe.

SECTION 9: MEETINGS AND VOTING

(A) Organizational Meeting. The Board shall, promptly following the appointment of its Directors, meet in an organizational meeting to adopt bylaws and elect the officers that the Board deems necessary and appropriate.

(B) Meetings of the Board. The Commission's bylaws shall set forth the requirements and procedures for annual, regular and special meetings of the Board.

(C) Quorum. The presence of a majority of the Directors in office shall be requisite for and shall constitute a quorum for the transaction of business at all meetings; provided, however, that in no event shall fewer than two Directors constitute a quorum. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be valid as the act of the Board, except in those specific instances in which a larger vote may be required by law, by this Joint Contract or by the Commission's bylaws. Advisory Directors shall not be counted for purposes of determining whether a quorum is present at a Board meeting. A Director or Alternate may participate through telecommunication and/or web conferencing and will be counted as present in determining a quorum and allowed to vote.

(D) Voting. Each Director shall have one vote on behalf of their Contracting Member on any question that comes before the Board relating to the general business of the Board affecting all Board members.

With respect to any question relating to a specific project undertaken by the Commission, only those Board members engaged in that project as designated by resolution of the Board, shall be entitled to vote on that question provided that no Commission responsibilities, financial or otherwise, are created by the action. In addition, each representative of an entity that has entered into a board services agreement in relation to a project with the Commission shall have the voting rights afforded to that entity by that board services agreement.

SECTION 10: GENERAL POWERS

The general powers of the Commission shall be the powers set forth in the Act and shall include the power to:

(A) plan, develop, acquire, construct, reconstruct, explore, operate, manage, dispose of, participate in, maintain, repair, extend or improve one or more projects, either exclusively or jointly, or by participation with public water supply districts, investor owned water utilities (provided formal opinion has been received from legal counsel that the participation as defined by investor owned or for profit water utility or utilities is lawful and will not result in negative impact on the Commission such as forfeiture of favorable income tax treatment) and other joint water commissions, or acquire any interest in or any rights to the output of a project, within or outside the State of Missouri, and act as an agent, or designate one or more other persons participating in a project to act as its agent, in connection with the planning, acquisition, construction, operation, maintenance, repair, extension or improvement of that project;

(B) acquire, by purchase or lease, construct, install and operate reservoirs, storage facilities, pipelines, wells, dams, pumping stations, water purification plants and other facilities or property for the production, wholesale distribution and utilization of water, and to lease, own and hold any real estate and personal property as may be necessary or convenient to carry out the purposes of the Commission; provided, however, the Commission may not sell or distribute water at retail or wholesale within the certificated area of a water corporation which is subject to the jurisdiction of the Public Service Commission unless the sale or distribution of water is within the boundaries of a public water supply district or Contracting Member in the Commission and the Commission has obtained the approval of the Public Service Commission prior to commencing that sale or distribution of water.

(C) enter into operating, franchises, exchange, joint purchase, distribution and other similar agreements with any person or firm;

(D) make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Commission, including, but not limited to: (1) board service agreements with investor owned water utilities and other entities who are potential participants in Commission projects, which agreement may give a representative of each such entity those rights and responsibilities, with respect to the planning, operations and administrative affairs of potential projects of the Commission, as shall be set forth in the board services agreement, though that representative shall only be an Advisory Member of the Board and shall not be a Director of the Commission; and (2) agreements with public entities of other states that are similar to the Commission and that are formed pursuant to authority granted by the enabling statutes of a state adjacent to the State of Missouri, to further the purposes stated in Section II of this joint Contract;

(E) employ agents and employees;

(F) contract with any person, within or outside the state, for the construction of any project or for any interest therein or any right in capacity thereof, prepare final plans and

specifications in advance of construction, or secure performance and payment bonds, except to the extent and on the terms as the Board or executive committee, if so established, shall determine. Any contract entered into pursuant hereto shall contain a provision that the requirements of sections 290.210 to 290.340, RSMo, requiring the payment of prevailing wages on public works, shall apply;

(G) purchase, sell, exchange or distribute waters, or any by-product resulting therefrom, within and outside the State of Missouri, in any amount as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities, and to enter into agreement with any person or firm with respect to the purchase, sale, exchange or distribution, on terms and for the period of time as the Board shall determine. The Commission may not sell or distribute water at retail to ultimate customers outside the jurisdictional boundaries of its Contracting Members, except pursuant to (B) above;

(H) acquire, own, hold, use, lease, as lessor or lessee, sell or otherwise dispose of, mortgage, pledge, or grant a security interest in any real or personal property, commodity or service or interest therein;

(I) exercise the powers of eminent domain as provided by law;

(J) incur debts, liabilities or obligations including the issuance of bonds pursuant to the authority granted in Section 27 Article VI of the Missouri Constitution;

(K) sue and be sued in its own name;

(L) have and use a corporate seal;

(M) fix, maintain and revise fees, assessments, rates, rents and charges for functions, services, facilities or commodities provided by the Commission;

(N) make, and from time to time, amend and repeal bylaws, rules and regulations not inconsistent with this Joint Contract;

(O) invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds, in those obligations, securities and other investments as the Board deems proper;

(P) join organizations, membership in which is deemed by the Board to be beneficial to the accomplishment of the Commission's purposes;

(Q) exercise any other powers that are deemed necessary and convenient by the Board to effectuate the purpose of the Commission;

(R) do and perform any authorized acts and things through or by means of an agent or by contracts with any person; and

(S) comply or cause compliance with the Act, the laws of the State of Missouri and each and every term, provision, and covenant of this Joint Contract.

SECTION 11: ACQUISITION, CONSTRUCTION, OPERATION AND MAINTENANCE OF PROJECTS

The Commission shall have the responsibility for the acquisition, construction, operation and maintenance of any of its projects, including any interest in facilities acquired under a co-ownership arrangement with others; provided that, in connection with any co-ownership arrangement, the Commission may act as agent, or designate any other participant therein to act as agent, for the acquisition, construction, operation and maintenance of projects on behalf of all the participants therein.

SECTION 12: FINANCING OF PROJECTS

The Commission may finance any of its projects in any manner as the Board shall authorize by resolution, which may include grants or loans from any governmental agency or entity or from any commercial lending institutions and/or including the issuance of revenue bonds. Bonds issued pursuant to sections 393.700 to 393.770 RSMo by the Commission shall be payable as to the principal and interest, solely from the net revenues derived by the Commission from the operation and maintenance of the Commission's projects, or from sources made available to the Commission from sources other than from proceeds of taxation. Revenue bonds and other indebtedness of the Commission shall not be the debt, liability or obligation of the Contracting Municipalities and neither the faith and credit nor the taxing power of the Contracting Members shall be pledged to the payment of such indebtedness or revenue bonds (393.725 RSMo). The Commission will insure revenue streams sufficient to pay the O&M, principal and interest of projects through contracts as outlined in Section 16, Contracts. No Contracting Member shall have any obligation for any project for which it is not a participant.

SECTION 13: ANNUAL BUDGET; ASSESSMENTS

The Board shall prepare and submit to each Contracting Member, not later than ninety (90) days prior to the commencement of each fiscal year other than the initial fiscal year, an itemized annual budget that shall set forth in reasonable detail the estimated receipts and expenditures relating to (i) the Commission and (ii) each of its projects, for that year. The Board shall establish dues to be paid by the Contracting Members, in amounts as will, together with other available funds of the Commission, in the aggregate, be not less than the budgeted expenditures relating to the Commission for the fiscal year, plus adequate provisions for contingencies and reserves. The Board shall also establish assessments against Contracting Members participating in a project, in amounts as will, together with other available funds from that project, in the aggregate, be not less than the budgeted expenditures relating to that project for the fiscal year, plus adequate provisions for contingencies and reserves. Dues of Contracting Members and assessments shall be established by the Commission's bylaws.

The Board may amend the annual budget at any time during the fiscal year.

SECTION 14: THE EXECUTIVE DIRECTOR

Unless the Board otherwise provides, the executive director shall be the chief operating officer of this Commission and shall have such general executive powers and duties of

supervision and management as are usually vested in the office of the chief operating officer of a Commission, and the executive director shall carry into effect all directions and resolutions of the Board. Unless the Board otherwise provides, the executive director shall not be entitled to vote at, and shall not be counted for determining if a quorum is present at, any Board meeting.

Unless otherwise specifically provided by the Board, the executive director shall have the right to participate in any meeting of any committee of the Board; provided, however, that unless the Board otherwise directs, the executive director shall not be entitled to vote at, and shall not be counted for purposes of determining whether a quorum is present at, any meeting of a committee.

Salaries and compensation of all employees of this Commission may be fixed, increased or decreased by officers of the Board. Employees of this Commission may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of this Commission.

SECTION 15: INDEMNIFICATION OF DIRECTORS AND OFFICERS

No Director, officer, executive director or employee shall be personally liable for any actions or procedure of the Board. Each Director, officer, executive director or employee of the Commission, whether or not then in office, shall be indemnified by the Commission against all costs and expenses actually and necessarily incurred by him/her in connection with the defense of any action, suit or proceeding in which he/she may be involved or to which he/she may be made a party by reason of his/her being or having been a Director, officer, executive director or employee, except in relation to matters as to which he/she shall be finally adjudged in an action, suit or proceeding to be liable for willful or wanton negligence or misconduct in the performance of his/her duty.

These costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the costs of litigation, but only if the Commission is advised in writing by its counsel that it is the counsel's opinion the person indemnified did not commit willful or wanton negligence or misconduct in the performance of duty. The foregoing right of indemnification shall not be exclusive of other rights to which that Director, officer, executive director or employee may be entitled as a matter of law or by agreement.

SECTION 16: CONTRACTS

Except as otherwise provided by law, the Board may authorize, by resolution, any officer or officers, agent or agents, employee or employees to enter into any contract, or execute and deliver any instrument, in the name and on behalf of the Commission. The Commission will insure that revenue for projects is sufficient to pay all cost of projects including but not limited to engineering, O&M, principal and interest through contracts with participating members. Contracts between the Commission and participating members for project financing are not binding until approved by the contracting member's governing body.

SECTION 17: INTEREST OF CONTRACTING MEMBERS

Subject to Section 4, the ownership interest of each Contracting Member in a project shall be determined in proportion to payments made by the Contracting Members under contracts.

SECTION 18: SERVICES OF CONTRACTING MEMBERS

In the performance of its duties, the Board may utilize the services of any officer or employee of a Contracting Member with the approval of the governing body of the Contracting Member provided, however, that that Contracting Member may bill the Commission for, and the Commission shall pay, the reasonable cost of those services.

SECTION 19: INFORMATION FROM CONTRACTING MEMBER

Upon request of the Commission, elected and appointed officers and employees of the Contracting Member shall promptly furnish information, statistics and reports under their control to the Commission and shall otherwise cooperate with the Commission.

SECTION 20: NOTICES

Any formal notice, demand or request provided for in this Joint Contract shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by regular or e-mail, postage prepaid, to the persons and at the addresses provided in writing to the Commission.

SECTION 21: SEVERABILITY

In the event that any of the terms, covenants or conditions of this Joint Contract or their application shall be held invalid as to any person, corporation or circumstance by any court having jurisdiction, the remainder of this Joint Contract and the application and effect of its terms, covenants or conditions to those persons, corporations or circumstances shall not be affected thereby.

SECTION 22: DUPLICATE ORIGINALS

This Joint Contract may be executed in several counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Contracting Members have caused this Joint Contract to be executed as of the day and year first above written.

(SEAL)

_____

R. Mark Rohr, City Manager

ATTEST:

_____

Barbara Hogelin, City Clerk

COUNCIL BILL NO. 2012-134 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into a contract with other municipalities, public water supply districts and other public sector entities of the State of Missouri to form a joint Municipal Utility Water Commission, and containing an emergency clause.

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

Section 1. That the City Manager of the City of Joplin, Missouri, is hereby authorized to enter into a Contract with other municipalities, public water supply districts and other public sector entities of the State of Missouri to form a Joint Municipal Utility Commission, all as set forth in the Agreement, a copy of which is attached hereto and incorporated herein as if set out in full.

Section 2. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

_____
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 23, 2012

ITEM: Council Bill No. 2012-451 authorizes the execution of a Memorandum of Understanding (MOU) with the Missouri Department of Corrections so that the Health Department may provide health services to Department of Corrections employees, volunteers and interns.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2012-451, together with a copy of the MOU.

HEALTH DIRECTOR	Dan Pekarek	**DATE:** 5/15/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 5-15-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 5/15/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 5-15-12

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

SUMMARY:

The City Health Department requests consideration of this Council Bill that authorizes a Memorandum of Understanding between the Missouri Department of Correction (MDOC) and the City of Joplin Health Department. The MOU provides funding for Health Department staff to provide Tuberculosis skin tests, Hepatitis A and B vaccinations and annual flu vaccinations to Department of Corrections employees, volunteers and interns who work at the office of Probation and Parole in the city. The City has provided similar services in the past.

This MOU is for a period of 3 years upon signature. The MOU calls for Health Department staff to provide the services at various times at the MDOC offices in Joplin on a fee for service basis. The MOU reimbursement total is estimated to be approximately $3,800 per year. The total amount is dependent upon the number of employees requiring the services. No city funds are required to supply these services.

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

Project # 12708346

MEMORANDUM OF UNDERSTANDING
Between the
Missouri Department of Corrections
And
Joplin City Health Department

I. Purpose

The purpose of this Memorandum of Understanding ("Agreement") is to establish the terms between the State of Missouri Department of Corrections ("Department") and the Joplin City Health Department ("Contractor") for administering and reading tuberculosis skin tests for determination of known tuberculin reactors status during baseline and/or new hire evaluation and for administering specified vaccinations to Department employees, Volunteers in Corrections and interns.

II. Period

A. The Agreement is effective for three (3) years upon signature of both parties.

B. The Agreement may be amended and/or extended by written agreement signed by all parties.

C. If for any reason either party wishes to cancel the terms agreed upon in this document, notification shall be made in writing thirty (30) days prior to anticipated end date.

D. If either party needs to reschedule services herein for any reason whatsoever, a twenty four (24) hour notice should be given to the other party.

III. Provision of Services

This Agreement provides for the administration of Hepatitis A, Hepatitis B, Twinrix and Flu vaccines as well as administration and reading of tuberculosis skin tests and/or determination of known tuberculin reactor status during baseline and/or new hire evaluation as may be requested by the Department to approved Department employees, Volunteers in Corrections and interns.

IV. Organizational Responsibilities

A. The Department and the Contractor agree that the following activities are the responsibility of the Department:

1. The Department shall work with the Contractor to coordinate specific dates and times for employee TB tests/evaluations and vaccinations in Joplin, MO.

2. The Department agrees to pay the Contractor a firm, fixed monthly amount of $300.00 for the on-site fee. In addition, the Department agrees to provide supplies and pay administration fees for following:

   - Hepatitis A vaccine administration $5.00
   - Hepatitis B vaccine administration $5.00
   - Twinrix vaccine administration $5.00
   - PPD (provided by Joplin Health Depart.) administration and reading $13.00

3. The Department agrees to provide employees with documentation of approval to receive specified services at the Contractor's site at Department expense.

B. The Department and the Contractor agree that the following activities are the responsibility of the Contractor:

1. The Contractor agrees to require Department employees, Volunteers in Corrections and interns to present documentation of the Department's approval to receive specified services at the Contractor's site at the Department's expense prior to rendering services and billing the Department for any services provided pursuant to this Agreement.

2. The Contractor agrees that services shall be provided to Department employees at the Joplin Probation and Control Center located at 1919 North Range Line Road in Joplin, MO, at a frequency of two (2) days per month. The days and times shall be mutually agreed upon by both parties.

    a. For any additional service dates and times, the Department shall schedule appointments, in advance, with the Joplin City Health Department at 321 East Fourth Street in Joplin, MO.

3. The Contractor shall provide written reports (stated in millimeters of induration) within three (3) days of administering the tuberculosis skin test utilizing the Department's approval form.

4. The Contractor agrees to follow section 199.350 RSMo; 19 CSR 20-20.100, Tuberculosis Testing for Residents and Workers in Long-Term Care and Correctional Centers; MO Department of Health Rules and Regulations; Centers for Disease Control and Prevention (CDC) guidelines and Department procedures for testing, vaccination and documentation.

5. The Contractor agrees that the two-step PPD may be given as a three (3)-appointment process: give on day 1 and read on day 7. If PPD is less than 10mm, give PPD #2 and read 48-72 hours later. If the individual fails to report at 48-72 hours or on day 7 the first PPD may not be read. Step 2 PPD may be given within 7 days – 12 months of giving Step 1 and read 48-72 hours later.

6. The Contractor agrees to notify the employee and their worksite coordinator when the test is deemed reactive, educate the employee on what TB infection means, and inform the employee that a physician referral is necessary. The Contractor shall advise the employee to contact the Department worksite coordinator for a physician referral, unless Contractor has follow-up services available. The Contractor agrees to call the worksite Chief Administrative Officer if the employee displays symptoms and is suspected of possible active TB.

7. The Contractor should utilize the Sanofi PPD.

8. The Contractor shall provide written documentation of vaccine administration on a Department approved vaccination record to the employee at the time of vaccination.

9. The Contractor agrees to provide TB testing to all Department employees, Volunteers in Corrections and interns referred to the contractor.

10. The Contractor shall provide a monthly invoice that shall include a listing of all tested Department employees' names, work sites, dates of TB test administering and reading or reactor evaluation.

11. Services will be used on an as needed, if needed basis, with no guarantee as to the amount of services that will be required.

12. The Department and the Contractor agree that the prices listed in Section IV.A.2 of this MOU may be changed (increased or decreased) by amendment if the cost of the vaccination is changed to the public for similar services. Any price increase/decrease shall be in the form of written amendment requiring the signature of both parties. At no time will the price to the Department exceed the price the Contractor charges the public for similar services.

13. The Contractor shall provide the invoice to:

Missouri Department of Corrections
Employee Health and Safety Coordinator
P.O. Box 236
Jefferson City, Missouri 65102

V. Confidentiality

The privacy and confidentiality of employee TB test and vaccination records will be maintained in accordance with the requirements of all applicable state and federal laws.

VI. E-Verify

A. E-Verify is a federal work authorization program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

B. As a condition for the award of any contract in excess of $5,000, pursuant to section 285.530 RSMo, the bidder/company name **must** affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:

1. submitting a completed Exhibit A, Box A indicating the Contractor does not meet the business entity as defined by section 285.525 RSMo. or

2. submitting a completed Exhibit A, Box B indicating the Contractor does meet the business entity as defined by section 285.525 RSMo. And will participate in E-verify and;

3. submitting a completed, original, notarized copy of Exhibit A, AFFIDAVIT OF WORK AUTHORIZATION and;

4. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the bidder/contractor name and;

5. submitting a valid copy of the signature page completed and signed by the bidder/contractor/authorized representative of the company, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or

6. submitting a completed Exhibit A, Box C providing documentation affirming the bidder's/ company name's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

C. The bidder/contractor must submit Exhibit A, BUSINESS ENTITY CERTRIFICATION, ENROLLMENT DOCUMENTATION, and AFFIDAVIT OF WORK AUTHORIZATION prior to an award of contract.

VI. Signatures

Cari Collins, Director — Date
Division of Human Services
Missouri Department of Corrections

Dan Pekarek, Director — Date
Joplin City Health Department

EXHIBIT I

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business ertity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

-- I am a self-employed individual with no employees; **OR**
-- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the state agency with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	*Authorized Representative's Signature*
Company Name (if applicable)	Date

EXHIBIT I (continued)

[redacted]

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	

As a business entity, the bidder must perform/provide each of the following. The bidder should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT I (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services re ated to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____ _____

Authorized Representative's Signature Printed Name

_____ _____

Title Date

_____ _____

E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____ _____

Signature of Notary *Date*

EXHIBIT I (continued)

[redacted]

BOX C -- AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity Representative's Signature*
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date

COUNCIL BILL NO. 2012-451 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding between the State of Missouri, Department of Corrections, and the City of Joplin, Missouri Health Department, to provide TB skin tests and various vaccination services for employees, volunteers and interns of the Department of Corrections; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Memorandum of Understanding by and between the State of Missouri Department of Corrections, and the City of Joplin, Missouri Health Department, to provide for the testing and reading of the tuberculosis skin tests and administration of Hepatitis A, Hepatitis B, Twinrix and Flu vaccinations for employees, volunteers and interns, at the office of Probation & Parole, 1919 N. Range Line Road, Joplin, Missouri, a true and accurate copy of the same being attached hereto, 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 the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
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 23, 2012

ITEM: COUNCIL BILL NO. 2012-507
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Exhibit "A" the Pay Plan; Exhibit "B" Budget Amendment

Finance Director: Leslie Jones	**Date:** 5-14-12
Human Resources Director: Reba Snavely	**Date:** 5-8-12
City Attorney: Brian Head	**Date:** 5-15-12
City Manager: R. Mark Rohr	**Date:** 5-15-12

INTRODUCTION:

This Council Bill approves a three percent (3%) wage adjustment to the entire pay plan. An across-the-board wage adjustment moves the entire pay plan upward in an effort to maintain an equitable pay plan over time, while also granting a wage increase to city employees.

DISCUSSION:

The Salary Administration Plan is the system that is maintained and utilized to hire and retain city employees. The Salary Administration Plan was last changed by a two and one-half percent (2.5%) increase in November 2010. City employees stopped receiving step increases during the 2009 fiscal year. However, city employees have received an across-the-board wage adjustment for the last several years.

As a result of the EF-5 tornado that struck our community on May 22, 2011, a wage increase was not included in the 2012 budget until the impact of the tornado on the city finances could be determined. Due to the financial resources of the City, the City Manager recommended granting an across-the-board wage increase of three percent (3%). The wage increase will be effective on May 19, 2012, reflected in the pay checks on June 8, 2012.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-507 **ORDINANCE NO.**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing a Three Percent (3.0%) wage adjustment for Classified and Unclassified employees; 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 Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000; and,

WHEREAS, that Classification and Pay Plan included provisions whereby the Plan was to be reviewed beginning in May, 2002, to determine whether or not an inflation adjustment is appropriate; and,

WHEREAS, in May, 2002, the Council adopted Ordinance No. 2002-105 providing a One Percent (1%) inflation adjustment; and,

WHEREAS, in May, 2003, the Council adopted Ordinance No. 2003-085 providing a One and One-Half Percent (1.5 %) inflation adjustment; and,

WHEREAS, in May, 2004, the Council adopted Ordinance No. 2004-112 providing a One and One-Quarter Percent (1.25%) inflation adjustment;

WHEREAS, in June, 2005, the Council adopted Ordinance No. 2005-087 providing a Two Percent (2%) inflation adjustment; and,

WHEREAS, in May, 2006, the Council adopted Ordinance No. 2006-068 providing a Three Percent (3%) inflation adjustment; and

WHEREAS, in May, 2007, the Council adopted Ordinance No. 2007-117 providing a One Percent (1%) inflation adjustment; and

WHEREAS, in May, 2008, the Council adopted Ordinance No. 2008-065 providing a Two Percent (2%) inflation adjustment; and

WHEREAS, in February, 2010, the Council adopted Ordinance No. 2010-029 providing a Three Percent (3%) wage adjustment; and

WHEREAS, in October, 2010, the Council adopted Ordinance No. 2010-161 providing a Two and One-Half Percent (2.5%) wage adjustment; and

WHEREAS, the City Manager has reviewed the Classification and Pay Plan and has determined and recommended to the Council, that a Three Percent (3%) wage adjustment is appropriate.

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on October 16, 2000, by Ordinance No. 2000-192, and having been amended by Ordinance No. 2002-105 on May 6, 2002, Ordinance No. 2003-085 on May 5, 2003, and by Ordinance No. 2004-112 on May 17, 2004, and by Ordinance No. 2005-087 on June 6, 2005, and by Ordinance No. 2006-068 on May 15, 2006, and by Ordinance No. 2007-117 on May 7, 2007, and by Ordinance No. 2008-065 on May 5, 2008, and by Ordinance No. 2010-029 on February 16, 2010, and by Ordinance No. 2010-161 on October 18, 2010, and is hereby further amended to include a Three Percent (3%) wage adjustment for all Classified and Unclassified employees.

Section 2. That the said Three Percent (3%) wage adjustment shall be effective on May 19, 2012.

Section 3. That the City Manager shall cause to be published and available for inspection, a matrix, incorporating the Three Percent (3%) wage adjustment, and showing the salary range for all employees subject to this ordinance in a form similar to Exhibit "A" of Ordinance No. 2000-192.

Section 4. That Fiscal year 2011-2012 budgeted appropriations as adopted by Ordinance 2011-136 be amended by increasing appropriations by the total amount of Three Hundred Seventy-Five Thousand Seven Hundred Fifty-Seven Dollars ($375,757.00).

Section 5. 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 6. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3), (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

Exhibit "A" Salary Administration Plan
4% Between Steps 5% Between Grades

Effective May 19, 2012

RANGE	JOB CLASSES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
	CLASSIFIED											2%	
14	ACCOUNTING CLERK	$18,227	$18,953	$19,716	$20,500	$21,324	$22,171	$23,063	$23,984	$24,943	$25,940	$26,460	
		$8.763	$9.112	$9.479	$9.856	$10.252	$10.659	$11.088	$11.531	$11.992	$12.471	$12.721	
15	CLERK	$19,144	$19,914	$20,711	$21,536	$22,397	$23,292	$24,224	$25,193	$26,200	$27,248	$27,793	
		$9.204	$9.574	$9.957	$10.354	$10.768	$11.198	$11.646	$12.112	$12.596	$13.100	$13.362	
16		$20,118	$20,923	$21,761	$22,630	$23,535	$24,477	$25,455	$26,474	$27,531	$28,633	$29,205	
		$9.672	$10.059	$10.462	$10.880	$11.315	$11.768	$12.238	$12.728	$13.236	$13.766	$14.041	
17	CUSTODIAL WORKER	$21,135	$21,981	$22,857	$23,772	$24,723	$25,711	$26,736	$27,808	$28,920	$30,075	$30,678	
	TRANSIT DISPATCHER	$10.161	$10.568	$10.989	$11.429	$11.886	$12.361	$12.855	$13.369	$13.904	$14.459	$14.749	
18	COOKS	$22,204	$23,088	$24,012	$24,972	$25,975	$27,011	$28,095	$29,216	$30,383	$31,604	$32,234	
	COURT CLERK	$10.675	$11.100	$11.544	$12.008	$12.488	$12.986	$13.507	$14.046	$14.607	$15.194	$15.497	
	DETENTION OFFICER												
	LABORER I												
	LICENSED PRACTICAL NURSE												
	PARKING MONITOR												
	PAYROLL/PURCHASING CLERK												
	SENIOR ACCOUNTING CLERK												
	TRANSIT DRIVER I												
19	AIRPORT MAINTENANCE WORKER	$23,336	$24,267	$25,239	$26,252	$27,300	$28,394	$29,528	$30,709	$31,938	$33,216	$33,879	
	ANIMAL WARDEN I	$11.219	$11.667	$12.134	$12.621	$13.125	$13.651	$14.196	$14.764	$15.355	$15.969	$16.288	
	COMPLIANCE AIDE												
	HUMAN RESOURCES/PERSONNEL ASSISTANT												
	LABORER II												
	LEGAL SECRETARY												
	SENIOR CLERK												
	TRANSIT DRIVER II												
	WASTEWATER LABORATORY ASSISTANT												
20	AUTOMOTIVE SERVICE WORKER	$24,509	$25,488	$26,512	$27,570	$28,671	$29,823	$31,011	$32,252	$33,544	$34,884	$35,583	
	COMMUNITY DEVELOPMENT ASSISTANT	$11.783	$12.254	$12.746	$13.255	$13.784	$14.338	$14.909	$15.506	$16.127	$16.771	$17.107	
	ENGINEERING ASSISTANT												
	EVIDENCE TECHNICIAN												
	GOLF COURSE OPERATOR												
	NEIGHBORHOOD IMPROVEMENT OFFICER												
	PARKS CARETAKER												
	SENIOR COURT CLERK												
	SMALL ENGINE MECHANIC												
	WASTEWATER LABORER/ RELIEF OPERATOR												
21	EQUIPMENT OPERATOR	$25,752	$26,780	$27,855	$28,966	$30,125	$31,333	$32,583	$33,883	$35,239	$36,650	$37,386	
	PUBLIC SAFETY COMMUNICATIONS OPERATOR	$12.381	$12.875	$13.392	$13.926	$14.483	$15.064	$15.665	$16.290	$16.942	$17.620	$17.974	
	TRANSIT DRIVER SUPERVISOR												
	UTILITY LOCATOR												

Exhibit "A" Salary Administration Plan
4% Between Steps 5% Between Grades
Effective May 19, 2012

RANGE	JOB CLASSES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
	CLASSIFIED											2%	
22	ANIMAL WARDEN II	$27,055	$28,134	$29,261	$30,432	$31,645	$32,912	$34,228	$35,597	$37,024	$38,503	$39,275	
	ASSISTANT CITY CLERK	$13.007	$13.526	$14.068	$14.631	$15.214	$15.823	$16.456	$17.114	$17.800	$18.511	$18.882	
	CONVENTION & TOURISM ASSISTANT												
	COURT COMPLIANCE OFFICER												
	LEAD CEMETERY CARETAKER												
	LEAD PARKS CARETAKER												
	TRAFFIC MARKINGS & SIGN WORKER												
	WASTEWATER LABORATORY TECHNICIAN												
	WASTEWATER PLANT OPERATOR												
23	AIRPORT EQUIPMENT OPERATOR	$28,423	$29,561	$30,744	$31,972	$33,253	$34,582	$35,967	$37,405	$38,900	$40,460	$41,267	
	AUTOMOTIVE MECHANIC	$13.665	$14.212	$14.781	$15.371	$15.987	$16.626	$17.292	$17.983	$18.702	$19.452	$19.840	
	BUILDING MAINTENANCE MECHANIC												
	COURT BAILIFF/WARRANT OFFICER												
	HEAVY EQUIPMENT OPERATOR												
	JAIL SHIFT SUPERVISOR												
	PARKS FACILITIES MAINTENANCE TECHNICIAN												
	POLICE OFFICER I												
	POLICE OFFICER TRAINEE												
	TRAFFIC SIGNALS TECHNICIAN												
	WASTEWATER PLANT MECHANIC												
24	ENVIRONMENTAL SANITARIAN	$29,863	$31,059	$32,300	$33,590	$34,936	$36,336	$37,787	$39,300	$40,870	$42,509	$43,360	
	FIREFIGHTER/EMT	$14.357	$14.932	$15.529	$16.149	$16.796	$17.469	$18.167	$18.894	$19.649	$20.437	$20.846	
	NUTRITIONIST	$10.2547	$10.6648	$11.0915	$11.5350	$11.9966	$12.4764	$12.9753	$13.4943	$14.0341	$14.5957	$14.8876	
	SENIOR AUTOMOTIVE MECHANIC	$29,862	$31,056	$32,298	$33,590	$34,934	$36,331	$37,784	$39,295	$40,867	$42,503	$43,353	
25	COMMUNITY HEALTH PLANNER/EDUCATOR	$31,373	$32,631	$33,933	$35,293	$36,705	$38,174	$39,699	$41,286	$42,937	$44,653	$45,550	
	CRIME ANALYST ACCREDITATION COORDINATOR	$15.083	$15.686	$16.314	$16.968	$17.647	$18.353	$19.086	$19.849	$20.643	$21.468	$21.899	
	ENGINEERING TECHNICIAN	$10.7741	$11.2050	$11.6531	$12.1194	$12.6041	$13.1081	$13.6325	$14.1780	$14.7450	$15.3347	$15.6414	
	FIRE DRIVER/ENGINEER	$31,374	$32,629	$33,934	$35,292	$36,703	$38,171	$39,698	$41,286	$42,937	$44,655	$45,548	
	HOUSING REHABILITATION ADMINISTRATOR												
	MEDICAL LABORATORY TECHNICIAN												
	MUNICIPAL PLANNING TECHNICIAN												
	NEIGHBORHOOD SERVICES COORDINATOR												
26	BUILDING INSPECTOR	$32,964	$34,280	$35,651	$37,076	$38,559	$40,104	$41,706	$43,372	$45,111	$46,912	$47,852	
	CHIEF WASTEWATER PLANT MECHANIC	$15.848	$16.481	$17.140	$17.825	$18.538	$19.281	$20.051	$20.852	$21.688	$22.554	$23.006	
	CHIEF WASTEWATER PLANT OPERATOR I												
	COMMUNITY HEALTH NURSE (RN)												
	CONSTRUCTION INSPECTOR												
	GIS DATA BASE OPERATOR												
	POLICE OFFICER II												
	PROPERTY NEGOTIATIOR/APPRAISER												
	PUBLIC SAFETY COMMUNICATIONS SUPERVISOR												
27	CHIEF WASTEWATER PLANT OPERATOR II	$34,632	$36,019	$37,463	$38,960	$40,514	$42,139	$43,824	$45,577	$47,399	$49,294	$50,280	
	POLICE CORPORAL	$16.650	$17.317	$18.011	$18.731	$19.478	$20.259	$21.069	$21.912	$22.788	$23.699	$24.173	
	RECYCLING COORDINATOR												
	TRANSPORTATION COORDINATOR												

Exhibit "A" Salary Administration Plan
4% Between Steps 5% Between Grades
Effective May 19, 2012

RANGE	JOB CLASSES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
	CLASSIFIED											2%	2%
28	AS/400 OPERATOR	$36,381	$37,839	$39,354	$40,930	$42,569	$44,271	$46,043	$47,884	$49,799	$51,790	$52,826	
	DIR. OF SALES; CONVENTION AND TOURISM	$17.491	$18.192	$18.920	$19.678	$20.468	$21.284	$22.136	$23.021	$23.942	$24.899	$25.397	
	FINANCIAL ANALYST												
	GOLF CLUBHOUSE MANAGER												
	GOLF COURSE MAINTENANCE SUPERVISOR												
	GOLF COURSE/ATHLETIC FIELD MAINT. SUPV												
	HUMAN RESOURCES/INSURANCE COORDINATOR												
	JAIL ADMINISTRATOR												
	LAND SURVEYOR												
	PLANNING/COMM. DEVELOPMENT SPECIALIST												
	PUBLIC SAFETY COMMUNICATIONS MANAGER												
	SPORTS COORDINATOR												
	WIC SERVICES COORDINATOR												
29	ATHLETICS MANAGER	$38,222	$39,755	$41,340	$42,998	$44,716	$46,507	$48,366	$50,299	$52,314	$54,404	$55,492	
	EMERGENCY MANAGEMENT COORDINATOR	$18.376	$19.113	$19.875	$20.672	$21.498	$22.359	$23.253	$24.182	$25.151	$26.156	$26.679	
	FACILITY & EVENTS MANAGER	$13.1265	$13.6516	$14.1979	$14.7658	$15.3563	$15.9707	$16.6093	$17.2736	$17.9645	$18.6832	$19.0569	
	FIRE APPARATUS FLEET MANAGER	$38,224	$39,753	$41,344	$42,998	$44,718	$46,507	$48,366	$50,301	$52,313	$54,405	$55,494	
	FIRE CAPTAIN												
	LEAD ENVIRONMENTAL SANITARIAN												
30	COMMUNICATIONS TECHNICIAN MANAGER	$40,159	$41,766	$43,437	$45,176	$46,981	$48,859	$50,816	$52,847	$54,960	$57,156	$58,440	$60,630
	ENV. HEALTH & EPID. COORD.	$19.307	$20.080	$20.883	$21.719	$22.587	$23.490	$24.431	$25.407	$26.423	$27.479	$28.577	$29.149
	EPIDEMIOLOGY SPECIALIST												
	MEDICAL SERVICES COORDINATOR												
	MUNICIPAL PLANNER												
	PLANS REVIEWER												
	REGIONAL RESPONSE PLANNER												
	INFRASTRUCTURE MNT. SUPV. (STREETS & SEWER)												
	WASTEWATER LABORATORY SUPERVISOR												
	WASTEWATER PRE-TREATMENT INSPECTOR												
31	ACCOUNTING MANAGER	$42,195	$43,880	$45,637	$47,461	$49,360	$51,332	$53,387	$55,517	$57,743	$60,054	$62,452	$63,700
	BATTALION CHIEF	$20.286	$21.096	$21.941	$22.818	$23.731	$24.679	$25.667	$26.691	$27.761	$28.872	$30.025	$30.625
	FACILITIES MAINTENANCE SUPERVISOR	$14.4891	$15.0689	$15.6718	$16.2984	$16.9505	$17.6283	$18.3335	$19.0667	$19.8297	$20.6226	$21.4477	$21.8766
	FIRE PREVENTION & COMM. SAFETY MGR.	$42,192	$43,881	$45,636	$47,461	$49,360	$51,334	$53,387	$55,522	$57,744	$60,053	$62,456	$63,705
	FIRE TRAINING CHIEF/ HAZMAT												
	FIRE TRAINING CHIEF/ EMS												
	HEALTH CLINIC MANAGER												
	LAN/PC TECHNICIAN												
	NEIGHBORHOOD IMPROVEMENT&BLDGS. CODE SUPV.												
	PARKS MAINTENANCE SUPERVISOR												
	POLICE SERGEANT												
	PUBLIC INFORMATION OFFICER												
	RECREATION & EVENTS MANAGER												
	VEHICLE MAINTENANCE SUPERVISOR												
32	AIRPORT MANAGER	$44,331	$46,107	$47,948	$49,866	$51,861	$53,934	$56,091	$58,336	$60,669	$63,095	$65,618	$66,930
	CIVIL ENGINEER	$21.313	$22.167	$23.052	$23.974	$24.933	$25.930	$26.967	$28.046	$29.188	$30.334	$31.547	$32.178
	POLICE LIEUTENANT												

Exhibit "A" Salary Administration Plan
4% Between Steps 5% Between Grades
Effective May 19, 2012

RANGE	JOB CLASSES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
	CLASSIFIED											2%	2%
33	DEPUTY FIRE CHIEF	$46,575	$48,441	$50,378	$52,395	$54,488	$56,668	$58,935	$61,291	$63,748	$66,294	$68,948	$70,327
	INFRASTRUCTURE SUPERINTENDENT	$22.392	$23.289	$24.220	$25.190	$26.196	$27.244	$28.334	$29.467	$30.648	$31.872	$33.147	$33.811
	WASTEWATER PLANTS SUPERINTENDENT												
34	POLICE CAPTAIN/ASST. CHIEF OF POLICE	$48,934	$50,891	$52,930	$55,047	$57,250	$59,542	$61,922	$64,397	$66,974	$69,653	$72,440	$73,890
	POLICE COMMANDER	$23.526	$24.467	$25.447	$26.465	$27.524	$28.626	$29.770	$30.960	$32.199	$33.487	$34.827	$35.524
36	PUBLIC WORKS OPERATIONS MANAGER	$54,009	$56,172	$58,417	$60,757	$63,184	$65,713	$68,338	$71,074	$73,917	$76,873	$79,949	$81,548
	PLANNING/COMMUNITY DEVELOPMENT MGR	$25.966	$27.006	$28.085	$29.210	$30.377	$31.593	$32.855	$34.170	$35.537	$36.958	$38.437	$39.206

RANGE	JOB CLASSES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
	UNCLASSIFIED -											2%	2%
	DEPARTMENT HEADS & ADMINISTRATIVE												
23	EXEC. ASST./SEC. TO THE CITY MANAGER	$28,423	$29,561	$30,743	$31,971	$33,253	$34,582	$35,967	$37,404	$38,900	$40,459	$41,267	
29	ASSISTANT CITY PROSECUTOR	$38,222	$39,754	$41,340	$42,998	$44,716	$46,508	$48,367	$50,299	$52,313	$54,405	$55,492	
30	CITY PROSECUTOR	$40,160	$41,767	$43,437	$45,175	$46,980	$48,859	$50,816	$52,846	$54,959	$57,157	$59,441	$60,630
31	GRANTS COORDINATOR	$42,195	$43,881	$45,637	$47,460	$49,361	$51,332	$53,387	$55,518	$57,742	$60,053	$62,451	$63,700
32	ASSISTANT CITY ATTORNEY	$44,330	$46,107	$47,949	$49,866	$51,862	$53,935	$56,093	$58,335	$60,668	$63,094	$65,617	$66,930
	CONVENTION AND TOURISM DIRECTOR												
35	MUNICIPAL COURT ADMINISTRATOR	$51,409	$53,468	$55,606	$57,825	$60,142	$62,546	$65,048	$67,646	$70,354	$73,169	$76,096	$77,821
36	HUMAN RESOURCES DIRECTOR/RISK MANAGER	$54,010	$56,172	$58,416	$60,757	$63,183	$65,714	$68,338	$71,074	$73,917	$76,874	$79,948	$81,548
37	COMMUNITY HEALTH DIRECTOR	$56,746	$59,015	$61,374	$63,828	$66,385	$69,037	$71,798	$74,669	$77,656	$80,764	$83,994	$85,674
	DIRECTOR OF INFORMATION SYSTEMS												
38	FINANCE DIRECTOR	$59,621	$62,005	$64,484	$67,065	$69,745	$72,536	$75,440	$78,457	$81,591	$84,859	$88,255	$90,017
39	ENG. MANAGER/ASST. DIR OF PUBLIC WORKS	$62,639	$65,149	$67,751	$70,461	$73,280	$76,214	$79,259	$82,429	$85,726	$89,158	$92,723	$94,577
	FIRE CHIEF												
	PARKS & RECREATION DIRECTOR												
40	POLICE CHIEF	$65,808	$68,441	$71,179	$74,026	$76,983	$80,068	$83,268	$86,600	$90,064	$93,664	$97,413	$99,360
42	PUBLIC WORKS DIRECTOR	$72,597	$75,500	$78,521	$81,661	$84,927	$88,327	$91,855	$95,531	$99,352	$103,325	$107,459	$109,610
	ASSISTANT CITY MANAGER												

UNCLASSIFIED - CITY OFFICERS	Wage
CITY ATTORNEY	Flat Rate
CITY CLERK	Flat Rate
CITY MANAGER	Flat Rate

Exhibit "A" Salary Administration Plan
4% Between Steps 5% Between Grades
Effective May 19, 2012

UNCLASSIFIED - PART TIME & SEASONAL-4% STEPS

RANGE	PART TIME HOURLY SCHEDULE	STEP 1	STEP 2	STEP 3
617	POLICE RES. OFFICER	10.161	10.675	11.219
611	STUDENT INTERN	7.885	8.277	8.691

RANGE	SEASONAL HOURLY SCHEDULE	STEP 1	STEP 2	STEP 3
717	AQUATIC SUPERVISOR	10.161	10.675	11.219
712	CASHIER	7.941	8.346	8.761
714	HEAD LIFEGUARD	8.763	9.204	9.672
715	LABORER	9.204	9.672	10.161
711	LIFEGUARD	7.885	8.277	8.691
712	PLAYGROUND DIRECTOR	7.941	8.346	8.761
715	POOL OPERATOR	9.204	9.672	10.161
714	RECREATION INSTRUCTOR	8.763	9.204	9.672
601	SCHOOL CROSSING GUARD	9.773		
602	SCHOOL CROSSING GUARD COORDINATOR	10.993		
712	STARTER MARSHAL	7.941	8.346	8.761

SCHEDULE B

CITY OF JOPLIN
BUDGET AMENDMENT
2011-2012 ADOPTED BUDGET
23-May-12

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund			$ -	
	City Manager	001-0501-500-1010	Regular Wages		6,438
	City Clerk	001-0801-500-1010	Regular Wages		1,486
	City Attorney	001-1002-500-1010	Regular Wages		2,792
	City Prosecutor	001-1003-500-1010	Regular Wages		2,342
	Human Resources Admin	001-1201-500-1010	Regular Wages		1,421
	Human Resources Personne	001-1202-500-1010	Regular Wages		1,439
	Finance Administration	001-2001-500-1010	Regular Wages		1,556
	Finance Accounting Services	001-2003-500-1010	Regular Wages		4,795
	Information Services	001-2501-500-1010	Regular Wages		5,108
	Municipal Court	001-3001-500-1010	Regular Wages		4,314
	Public Works Admin	001-4501-520-1010	Regular Wages		2,443
	Public Works City Facility	001-4502-520-1010	Regular Wages		1,203
	Public Works Building Reg	001-4503-520-1010	Regular Wages		4,632
	Public Works City Hall	001-4504-520-1010	Regular Wages		1,188
	Public Works Engineering	001-4505-520-1010	Regular Wages		11,775
	Public Works Operations	001-4506-520-1010	Regular Wages		650
	Police Administration	001-5501-510-1010	Regular Wages		7,352
	Police Patrol	001-5502-510-1010	Regular Wages		26,215
	Police Investigations	001-5503-510-1010	Regular Wages		17,892
	Police Tech Services	001-5504-510-1010	Regular Wages		4,815
	Police Jail	001-5507-510-1010	Regular Wages		7,357
	Police SEU	001-5508-510-1010	Regular Wages		19,510
	Police Public Safety Tax	001-5575-510-1010	Regular Wages		21,674
	Police Federal Grants	001-5590-510-1010	Regular Wages		3,365
	Police Local Grants	001-5593-510-1010	Regular Wages		1,848
	Fire Administration	001-6001-510-1010	Regular Wages		2,973
	Fire Operations	001-6002-510-1010	Regular Wages		60,293
	Fire Prevention	001-6003-510-1010	Regular Wages		1,816
	Fire Public Safety Tax	001-6075-510-1010	Regular Wages		13,797
	Cemeteries	001-6540-560-1010	Regular Wages		3,132
	Emergency Mgmt Admin	001-7001-510-1010	Regular Wages		977
	Emergency Mgmt Operations	001-7002-510-1010	Regular Wages		595
	Neighborhood Improvement	001-8001-520-10-10	Regular Wages		2,648
	Total General Fund			$ -	249,841
105	CVB Fund			$ -	
	Administration	105-4001-560-1010	Regular Wages		1,877
	Special Projects	105-4080-560-1010	Regular Wages		738
	Total CVB Fund			$ -	2,615
110	Health Fund			$ -	
	Administration	110-3501-550-1010	Regular Wages		3,346
	WIC Services	110-3502-550-1010	Regular Wages		6,370
	Environmental Health	110-3503-550-1010	Regular Wages		4,066
	Medical Services	110-3504-550-1010	Regular Wages		3,310

	Animal Control	110-3505-550-1010	Regular Wages		2,000
	Public Health Preparedness	110-3507-550-1010	Regular Wages		1,053
	Total Health Fund			$ -	20,145
115	Parks Fund			$ -	
	Administration	115-6501-560-1010	Regular Wages		1,883
	Pools	115-6510-560-1210	Seasonal Wages		3,810
	Recreation Programs	115-6511-560-1010	Regular Wages		1,810
	Memorial Hall Operations	115-6513-560-1010	Regular Wages		1,380
	Athletic Complex	115-6516-560-1010	Regular Wages		3,917
	Stadium Maintenance	115-6530-560-1010	Regular Wages		983
	Parks & Public Grounds	115-6532-560-1010	Regular Wages		6,948
	Total Parks Fund			$ -	20,731
120	Solid Waste Management Fund			$	
	Planning & Mgmt	120-4510-540-1010	Regular Wages		1,224
	State Grants	120-4591-540-1110	Part-Time Wages		288
	Total SWM Fund			$ -	1,512
130	Parks & Stormwater Sales Tax Fund			$	
	Stormwater Projects	130-4555-530-1010	Regular Wages		2,260
	Tota Parks & Stormwater Sales Tax Fund			$ -	2,260
140	Transportation Sales Tax Fund			$	
	Street Maintenance	140-4520-530-1010	Regular Wages		13,085
	Street Cleaning	140-4521-530-1010	Regular Wages		2,560
	Traffic Control	140-4530-530-1010	Regular Wages		2,685
	Paratransit System	140-5002-530-1010	Regular Wages		8,755
	Total Transportation Sales Tax Fund			$	27,085
145	Capital Improvement Sales Tax Fund			$ -	704
	Capital Improvement Projects	145-4565-520-1010	Regular Wages		
	Total Capital Improvement Sales Tax Fund			$ -	704
150	Community Development Fund			$ -	1,618
	Administration	150-1501-570-1010	Regular Wages		605
	Planning & Zoning	150-1505-570-1010	Regular Wages		808
	Home Consortium	150-1520-570-1010	Regular Wages		1,009
	State Grants	150-1591-570-1010	Regular Wages		
	Total Community Development Fund			$ -	4,040
405	Airport Fund			$ -	4,796
	Airport	405-5004-520-1010	Regular Wages		
	Total Airport Fund			$ -	4,796
410	Golf Course Fund			$ -	1,520
	Golf Course Clubhouse	410-6520-560-1010	Regular Wages		2,169
	Golf Course Maintenance	410-6521-560-1010	Regular Wages		
	Total Golf Course Fund			$ -	3,689
415	Sanitary Sewer Fund				

			$		
	Wastewater Treatment	415-4541-540-1010 Regular Wages			15,927
	Sewer Maintenance	415-4542-540-1010 Regular Wages			4,766
	Total Sanitary Sewer Fund		$	-	20,693
425	Public Parking Fund		$	-	
	Public Parking	425-2020-500-1010 Regular Wages			437
	Total Public Parking Fund		$	-	437
505	Central Garage Fund		$	-	
	Central Garage	505-4570-520-1010 Regular Wages			3,666
	Total Central Garage Fund		$	-	3,666
515	Liability & Property Insurance Fund				
	Administration	515-7501-500-1010 Regular Wages	$		469
	Total Liability & Property Insurance Fund		$	-	469
520	Emergency Communications Fund				
	Dispatch Services	520-8502-510-1010 Regular Wages	$		11,214
	Radio Services	520-8503-510-1010 Regular Wages			1,860
	Total Emergency Communications Fund		$	-	13,074
	Grand Total		$	-	375,757

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 23, 2012

ITEM: COUNCIL BILL NO. 2012-508
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Exhibit "A" the Council Employee Annual Pay

Finance Director: Leslie Jones	**Date:** 5-14-12
Human Resources Director: Reba Snavely	**Date:** 5-16-12
City Attorney: Brian Head	**Date:**
City Manager: R. Mark Rohr	**Date:** 5-15-12

INTRODUCTION:

This Council Bill approves a three percent (3%) wage adjustment for Council employees to correspond with the proposed three percent (3%) wage adjustment for city employees.

DISCUSSION:

The Salary Administration Plan is the system that is maintained and utilized to hire and retain city employees. The Salary Administration Plan was last changed by a two and one-half percent (2.5%) increase in October 2010. City employees stopped receiving step increases during the 2009 fiscal year. However, city employees have received a wage adjustment for the last several years.

As a result of the EF-5 tornado that struck our community on May 22, 2011, a wage increase was not included in the 2012 budget until the impact of the tornado on the city finances could be determined. Due to the financial resources of the City, the City Manager recommended granting an across-the-board wage increase of three percent (3%). The wage increase will be effective on May 19, 2012, reflected in the pay checks on June 8, 2012.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-508 **ORDINANCE NO.**

AN ORDINANCE adopting and establishing the pay rates for the 2011-2012 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, has reviewed certain Unclassified Council Employees and desires to increase the annual rate of pay for the City Manager, the City Attorney, the City Clerk, and the Municipal Judge by 3%; and,

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

Section 1. That the Annual Salary for FY 2011-2012 for the City Manager, the City Attorney, the City Clerk, and the Municipal Judge be increased by 3% effective on May 19, 2012 as provided in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. That additional compensation to members of the Unclassified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 3. That this Ordinance, being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, is an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such shall become effective immediately upon its approval and 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

EXHIBIT "A"

CITY OF JOPLIN
COUNCIL EMPLOYEE ANNUAL PAY
23-May-12

POSITION	CURRENT ANNUAL PAY	3% INCREASE ANNUAL PAY
CITY CLERK	53,622	55,231
CITY ATTORNEY	91,782	94,535
CITY MANAGER	141,390	145,632
MUNICIPAL JUDGE	87,412	90,034

City of Joplin — City Council Agenda Item

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Melodee Colbert-Kean, Mayor

ATTEST:

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Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

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Brian W. Head, City Attorney

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