INFORMAL AGENDA

July 16, 2012

5:15 p.m.

1. Jennifer Fagan with Allied Waste Services of Galena will address council regarding information and pricing for a curbside recycling program for Joplin residents.

2. Boards/Commissions appointments/reappointments

3. Any other business

COUNCIL AGENDA

July 16, 2012

6:00 P.M., Council Chambers

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**
   Capital Improvement & Public Safety Sales Tax Oversight Committee Semi-Annual Report – Doug Doll

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearings Procedures

   1. COUNCIL BILL NO. 2012-301 - AN ORDINANCE adopting the 2012 City of Joplin Comprehensive Plan and all subsequent amendments thereto (Requested by City of Joplin Planning and Zoning recommended approval).

8. **Consent Agenda**
   1. Minutes of the July 2, 2012 Council Meeting

   2. COUNCIL BILL NO. 2012-295 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 2540 West 32nd Street, in Newton County, Missouri.

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

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

3. COUNCIL BILL NO. 2012-296 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 2509 and 2519 South Annie Baxter Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2012-297- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 1004 West 26th Street in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2012-299 - AN ORDINANCE designating the name "Mercy Way" for a new street dedication in an area lying south of Interstate 44, north of 50th Street, east of Main Street, and west of Indiana Avenue in the City of Joplin, Newton County, Missouri.

6. COUNCIL BILL NO. 2012-300 -AN ORDINANCE designating the name "Wildwood Ranch Parkway" for a new street dedication in an area lying north of 32nd Street and west of Central City Road in the City of Joplin, Jasper County, Missouri.

9. Resolutions

1.RESOLUTION NO. 2012-020 - A RESOLUTION - authorizing the City Manager to submit a resolution of support and application to the the U.S. Economic Development Administration (EDA) for disaster assistance to help in the economic recovery resulting from a EF-5 tornado that occurred on May 22nd, 2011.

2.RESOLUTION NO. 2012-021 - A RESOLUTION authorizing the filing of an Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

3. RESOLUTION NO. 2012-022 - A RESOLUTION authorizing and directing the City Attorney, City Manager, and Joplin Redevelopment Corporation Board of Directors, to enter into good faith negotiations with Wallace Bajjali to negotiate a final Development Agreement for the provision of the Services for the Joplin Redevelopment Corporation and the City and to bring back such negotiated.

10. Ordinances – Emergency

1.COUNCIL BILL NO. 2012-010 – AN ORDINANCE amending Section 58-1, Bonfires and outdoor rubbish fires., of the Joplin City Code, regulating open burning on properties of various sizes; and, containing an emergency clause.

2. COUNCIL BILL NO. 2012-140 - 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 1404 E. North St. in the City of Joplin, Missouri, for the amount of Two Thousand Five Hundred and 00/100 Dollars ($ 2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3. COUNCIL BILL NO. 2012-141 - AN ORDINANCE authorizing the execution of an Amended Agreement by and between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the design, bidding and limited construction phases of the Joplin Creek Public Sewer Project, not to exceed One Thousand Nineteen and No/100 Dollars ($119,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

4. COUNCIL BILL NO. 2012-142 - AN ORDINANCE approving the purchase of a permanent storm water easement from 3406 W 23rd Street, consisting of all of Part of Lots Numbered Sixty-two (62) and Sixty-three (63) 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 Eight Hundred and 00/100 dollars (800.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2012-143 - AN ORDINANCE approving an Air Traffic Control Tower Operating Assistance Grant Agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for the Joplin Regional Airport, and authorizing the Director of Public Works to execute said agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

6. COUNCIL BILL NO. 2012-144 - AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the Turkey Creek WWTP and Lone Elm Sewer Improvements Project, not to exceed Five Hundred Sixty Eight Thousand and No/100 Dollars ($568,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

7. COUNCIL BILL NO. 2012-509 - AN ORDINANCE approving an Agreement by and between the City of Joplin and Newton County, Missouri to provide for the collection of City of Joplin real property taxes through the County real estate property tax bills; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading

1. AMENDED COUNCIL BILL NO. 2012-294 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3-PD property as described below and located at the northeast corner of 44th Street and Connecticut Avenue in the City of Joplin, Newton County, Missouri.

13. Ordinances – Third Reading

14. Unfinished Business

15. New Business

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

INFORMAL NOTES

July 2, 2012

Discussion of possible utilization of storm shelters at airport site	Leslie Jones, Finance Director, briefed Council on possible usage of the storm shelters for needs by the city using 20 of the shelters throughout its facilities, and nursing homes. FEMA would write a project work sheet to pay to move the shelters to city facilities but it would cost about $1,000 to move the shelters to other sites and $2,500 to install them. It was asked that the Art Council help to beautify the shelters. Leslie mentioned she has had emails and phone call to aid in the shelters. Dr. Rosenberg – made the motion – 20 for the city. Council consented to accept the number of shelters needed for the city first and to come back with a plan for approval to Council.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES July 2, 2012

CALL TO ORDER

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

ROLL CALL
All were present

INVOCATION - read by City Clerk, Barbara Hogelin

FLAG SALUTE – led by Mr. Shaw

PRESENTATIONS - Book presentation by Clayton Lane of Wichita Falls, Texas to the City of Joplin. Clayton Lane of Wichita Falls, Texas presented a book to the City of Joplin from the Wichita Falls Leadership Class of 2009 about the tornado that struck their town in 1979.

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. 2012-294

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

David Powell, 104 Hidden Valley Dr., appeared on behalf of this request.

Mark Gibson, 421 Briarwood Ridge Carl Junction, appeared on behalf of this request.

Brad Graves, 2000 W. 17th appeared on behalf of this request.

Molly Hamilton, 64 Horseshoe Dr. appeared on behalf of this request.

Denny Desmond, 111 Hidden Valley, Drive, Joplin appeared in opposition to this request.

Richard McCord, 4300 Connecticut, appeared in opposition to this request.

Marcia Long, 1611 E. 50th, appeared in opposition to this request.

Valerie Frankoski, 1915 E.48th, appeared in opposition to this request.

Phyllis Sapp, 1521 Leawood, appeared in opposition to this request.

The Public Hearing was closed.

Mr. Golden introduced Council Bill 2012-294. Motion by Mr. Golden, to Amend to C-1, The motion died for a lack of a Second.

Motion by Dr. Rosenberg, Second by Mr. Scearce to Amend Council Bill No. 2012-294 to the Eastern portion to C-1 PD and the Western portion to C-2 PD. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, and Shaw, 6. Nays: 2, Colbert-Kean, Seibert. Abstention: 1, Woolston.

Motion by Dr. Rosenberg, Second by Mr. Scearce to Place Amended Council Bill No. 2012-294 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, and Shaw, 6. Nays: 2, Colbert-Kean, Seibert. Abstention: 1, Woolston.

The Amended Council Bill was read as being Council Bill No. 2012-294

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 the Eastern portion (the eastern 20 acres) and the Western portion to C-2 PD (the remaining portion) property as described below and located at the northeast corner of 44th Street and Connecticut Avenue in the City of Joplin, Newton County, Missouri.

Public Hearing for Council Bill No. 2012-295

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

Tony Atkins, 527 North Washington, Nevada, Missouri, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Golden introduced Council Bill 2012-295. Motion by Mr. Golden, Second by Mr. Glaze to Place Council Bill No. 2012-295 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. 2012-295

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 2540 West 32nd Street, in Newton County, Missouri.

Public Hearing for Council Bill No. 2012-296

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

Creighton Olson, 1198 Helenben Road, appeared on behalf of this request.

No one appeared in opposition to this request.

Mayor Colbert-Kean closed the Public Hearing.

Mr. Glaze introduced Council Bill 2012-296. Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2012-296 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. 2012-296

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 2509 and 2519 South Annie Baxter Avenue in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-297

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

Creighton Olson, 1198 Helenben Road, appeared on behalf of this request.

No one appeared in opposition to this request.

Mayor Colbert-Kean closed the Public Hearing.

Mr. Golden introduced Council Bill 2012-297. Motion by Mr. Golden, Second by Mr. Shaw to Place Council Bill No. 2012-297 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. 2012-297

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 1004 West 26th Street in the City of Joplin, Jasper County, Missouri.

Public Hearing for Council Bill No. 2012-298

Mayor Colbert-Kean opened the Public Hearing

No one appeared for or against this item.

The Public hearing was closed.

Dr. Rosenberg introduced Council Bill 2012-298. Motion by Dr. Rosenberg, Second by Mr. Scearce that Council Bill No. 2012-298 be Denied. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

COUNCIL BILL NO. 2012-298 was DENIED.

COUNCIL BILL NO. 2012-298 - 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-0-PD property as described below and located at 2003 South Mississippi Avenue and 2712 East 20th Street in the City of Joplin, Jasper County, Missouri.

Public Hearing for Special Use Permit located at 2715 and 2727 South Joplin Avenue.

Carlin Smittle, Springfield, Missouri appeared on behalf of this request.

No one appeared against this item.

The Public hearing was closed.

Mr. Golden introduced Resolution No.2012-019. Motion by Mr. Golden, Second by Mr. Shaw to Approve Resolution No. 2012-019. 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. 2012-019

A RESOLUTION granting a Special Use Permit (First Request) to Cynthia Croy for a parking lot at 2715 and 2727 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Golden, Second by Mr. Shaw to Approve Resolution No. 2012-019. 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. 2012-299

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

No one appeared for or in opposition to this request.

Mayor Colbert-Kean closed the Public Hearing.

Mr. Shaw introduced Council Bill 2012-299. Motion by Mr. Shaw, Second by Mr. Golden to Place Council Bill No. 2012-299 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. 2012-299

AN ORDINANCE designating the name "Mercy Way" for a new street dedication in an area lying south of Interstate 44, north of 50th Street, east of Main Street, and west of Indiana Avenue in the City of Joplin, Newton County, Missouri.

Public Hearing for Council Bill No. 2012-300

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this council bill were:

No one appeared for or in opposition to this request.

Mayor Colbert-Kean closed the Public Hearing.

Mr. Shaw introduced Council Bill 2012-300. Motion by Mr. Shaw, Second by Mr. Scearce to Place Council Bill No. 2012-300 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. 2012-300.

AN ORDINANCE designating the name "Wildwood Ranch Parkway" for a new street dedication in an area lying north of 32nd Street and west of Central City Road in the City of Joplin, Jasper County, Missouri.

CONSENT AGENDA APPROVED
Motion by Mr. Glaze, Second by Mr. Scearce, 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 June 18, 2012 Council Meeting

RESOLUTIONS

Motion by Mr. Golden, Second by Mr. Scearce to move Council Bill 2012-138 and Council Bill 2012-139 up on the agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

ORDINANCES-EMERGENCIES
Mr. Shaw introduced Council Bill No. 2012-138. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-138. 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. 2012-109

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Tri-State Engineering to provide professional services for the Broadway & St. Louis Widening Project, not to exceed Sixty Seven Thousand Two Hundred Eighty Five and No/100 Dollars ($67,285.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-139 - Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2012-139. 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. 2012-110

AN ORDINANCE approving change order for Rosetta Construction, LLC for One Hundred Fifteen Thousand Two Hundred Seventy Nine and 90/100 Dollars ($115,279.90) for the Clean, TV & Cap Service Risers in the Tornado Area and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2012-009 - Motion by Mr. Scearce, Second by Mr. Shaw to Adopt Council Bill No. 2012-009. Voting in favor were Council Members: Colbert-Kean, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-111

AN ORDINANCE approving a Predevelopment Agreement by and between the City of Joplin and Wallace Bajjali and the Joplin Redevelopment Corporation, for Master Development Services to help Joplin recover from the EF-5 tornado that occurred May 22, 2011; authorizing

the City Manager to execute said Predevelopment Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS - Mayor announced there will be a work session next Monday, July9, 2012 at 5:45 pm.

There being no further business to come before the Council, the meeting was adjourned at 8:18p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC
City Clerk

June 28, 2012

To: City of Joplin

From: Allied Waste Services of Galena

AWS is excited to provide you with some information and pricing in regards to a curbside recycling program for residents of Joplin. Each resident would receive a 95 gallon cart for service. The cart would have a different color lid so that both residents and drivers would be able to recognize which cart they should use.

In order to implement the recycling program, AWS is looking at investing upwards of three million dollars. Due to this investment, each program we are offering would have an extension of five years to the current contract. The options are as follows:

1. This option **would not change the current solid waste program**. Recycling would be serviced one time per week with the cart for **$5.20** per month.

2. This option would change the current solid waste program to **cart contents only**. Recycling would be serviced **one time per week** with the cart for **$4.32** per month.

3. This option would change the current solid waste program to **cart contents only**. Recycling would be serviced **every other week** with the cart for **$2.50** per month.

As we have discussed, to have a successful program with maximum participation trash should be limited. AWS will partner with the City of Joplin in providing educational material as well as programs in elementary schools teaching children the importance of recycling.

AWS would also like to **add these additions** to the options:

1. The City of Joplin is taking over the billing in November 2012. If the City would agree to **pay 98% of what they bill** then the following could occur:
    a. Option 1 would reduce to **$4.90** per month
    b. Option 2 would reduce to **$3.95** per month
    c. Option 3 would reduce to **$2.20** per month
2. Rate adjustments would remain the same except the maximum percentage would be lowered to 5% if any recycling program above is selected.

Allied would be very pleased to partner with the City of Joplin in providing a state-of-the-art recycling program—the first in Southwest Missouri. We look forward to further discussing these options with the City of Joplin.

Best regards,

Jennifer Fagan
Governmental Affairs Manager
Allied Waste Services of Galena

City of Joplin

Office of the Director of Public Works
602 S. Main Street
Joplin, Missouri 64801

(417)624-0820 Ext. 500
(417)625-4738 (Fax)

MEMORANDUM

TO: **Mayor Melodee Colbert-Kean and Members of the City Council**

FROM: **David K. Hertzberg Director of Public Works**

DATE: **July 9, 2012**

RE: **Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report**

Attached please find a copy of the Oversight Committee's report. The Oversight Committee Chairman, Doug Doll, will be attending Monday night's City Council meeting to publicly present the report to Council.

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, and the progress toward completion of projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year. This is the twentieth (20^{th}) such presentation.

Attachment: Capital Improvement Oversight Sales Tax Committee July 9, 2012 Semi-Annual Public Report.

Capital Improvement and Public Safety Oversight Sales Tax Committee
Semi-Annual Public Report
July 9, 2012

Introduction

The Joplin City Council, on August 20, 2001 adopted Ordinance Number 2001-120, providing for the submission to voters on November 6, 2001 of two sales tax propositions for the purpose of funding capital improvements, stormwater control and City park improvements.

The Joplin City Council, on May 3, 2004 adopted Ordinance Number 2004-107, providing for the submission to voters on August 3, 2004 of a sales tax proposition for the purpose of funding capital improvements.

On September 17, 2001, the Joplin City Council approved Resolution Number 2001-043 creating the Capital Improvement Oversight Sales Tax Committee. The City Council felt it would be in the public's interest to establish a citizen oversight committee to monitor the expenditure of proceeds from the Stormwater Control and City Park Improvement Sales Tax.

The Oversight Committee is to meet at least quarterly to review the collection and expenditure of revenue from the sales tax, and progress toward completion projects funded therefrom, and make a written, public report to the City Council in April and October of each year.

On November 6, 2001 the voters approved "Proposition B" for the purpose of funding stormwater control and City park improvements. On August 3, 2004 the voters approved "Proposition A" for the purpose of funding capital improvements. On November 7, 2006 the voters approved "Proposition A" for purpose of improving public safety.

Oversight Committee Members

The City Council, in response to voter approval of "Proposition B", appointed seven (7) Joplin residents to serve on the Capital Improvement Oversight Sales Tax Committee.

On July 2, 2007, the City Council passed Resolution No. 2007-020 by appointing the Capital Improvement Oversight Sales Tax Committee to review collection and expenditures of revenue from the one-half of one cent Public Safety Improvement Sales Tax. The membership was increased from seven (7) to nine (9) members.

On October 15, 2007, the City Council passed Resolution No. 2007-027 amending the name of the Capital Improvement Sales Tax Oversight Committee to the Capital Improvement and Public Safety Sales Tax Oversight Committee and amending the mission thereof.

The current Capital Improvement and Public Safety Sales Tax Oversight Committee membership includes the following:

Charles Buchanan	Charles Genesio
Chris Churchwell	Don Goetz
Keenan Cortez	Don Richardson
Doug Doll	Eric Wood
Tom Franz	

Review of Oversight Committee Meetings

February 16, 2012

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Jones. Jack Schaller updated the committee on the FY 2012 stormwater improvements and maintenance activities and the capital improvements street program. Chris Cotten updated the committee on the parks activities. David Hertzberg, Mitch Randles, and Lane Roberts updated the committee on the public safety sales tax activities.

May 17, 2012

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Jones. Jack Schaller updated the committee on the FY 2012 stormwater improvements and maintenance activities and the capital improvements street program. Leslie Jones updated the committee on the parks activities. Jack Schaller, Mitch Randles, and Lane Roberts updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Doug Doll, will present this report on Monday, July 16, 2012.

Committee Observations

As of the Oversight Committee's last meeting on May 17, 2012, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level.

The Oversight Committee finds that the City of Joplin has not deviated from the list of projects that was presented to Joplin residents prior to the election. This list was presented with the understanding that if the voters approved the proposition, the sales tax revenues would be used to fund the listed projects.

Respectfully Submitted,

Date: 10/27/12

Doug Doll,
Chairman

Attachments: Parks and Stormwater Sales Tax Fund Projected Costs Compared to Actual Costs
Parks and Stormwater Sales Tax Fund Project Analysis
Capital Improvement Sales Tax Fund Projected Costs Compared to Actual Costs
Capital Improvement Sales Tax Fund Project Analysis
Public Safety Sales Tax Analysis
Public Safety Sales Tax Projected Expenditures Compared to Sales Tax Items

MINUTES
CAPITAL IMPROVEMENT AND PUBLIC SAFETY
SALES TAX OVERSIGHT COMMITTEE
REGULAR MEETING
MAY 17, 2012
4:00 P.M.

Call to order:

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, May 17, 2012. Present were Committee Members Doug Doll, Tom Franz, Don Richardson, and Eric Wood. Committee Member Charles Genesio arrived at 4:20 p.m., and Chris Churchwell arrived at 4:45 p.m. Committee Members Charles Buchanan, Keenan Cortez, and Don Goetz were absent due to other obligations.

City Staff present were Leslie Jones, Director of Finance; Lane Roberts, Police Chief; Mitch Randles, Fire Chief; David Hertzberg, Director of Public Works; and Jack Schaller, Assistant Public Works Director.

Review sales tax collections and projects:
Parks and Stormwater Sales Tax:

Ms. Jones gave those present reports outlining the revenues and expenditures for the parks and stormwater sales tax through April, 2012. She discussed Phase I and stated that even though the new tax venue (Phase II) began on April 1, those collections will not be received until June. At that point the collections will go into Phase II, but there will still be expenditures from Phase I.

Ms. Jones explained that the beginning fund balance for parks is a negative figure of -$603,815. The revenues for FY 2012 total $427,258. There has been no interest income for 2012 since no funds have been invested. Parks has not had any expenditures in Phase I during FY 2012 and have about $24,000 left to spend on Schifferdecker Park for Phase I.

Ms. Jones explained that the beginning fund balance for stormwater is $4,830,719, with revenues totaling $1,229,041 for FY 2012. Expenditures for stormwater total $633,701, with the Tax Increment Financing (TIF) developers being paid $28,204. Almost $4 million remains in Phase I for construction of projects.

Mr. Wood asked about paving the base rock parking lot serving the softball fields in the northwest corner of the athletic complex. Mr. Schaller replied that the Joplin Special Road District will be placing a double coat chip seal on the lot.

Mr. Doll asked Ms. Jones when the City will begin receiving the Phase II revenues, and she replied June. Mr. Doll asked what time during June, and Ms. Jones replied June 10.

Ms. Jones discussed the parks projects and explained that Spiva Park is complete, with the only remaining projects in Phase I being the completion of the softball fields and Schifferdecker Park. The stormwater projects that have been completed include Second Street west of Walnut Avenue, Indiana Avenue from 20th to 22nd Streets, and Perkins Street west of Monroe Avenue.

Mr. Doll asked about an alternate funding source for the pedestrian and bike trails, and Ms. Jones replied that they were moved to Phase II.

Ms. Jones explained that the breakdown for Phase II is 41 percent for parks and 59 percent for stormwater. She stated that $1,008,883 was spent on the softball complex amenities. The original projected costs for Phase II total $12,792,950 for parks and $18,507,050 for stormwater, for a total of $31.3 million. The $78,000 expenditure for Cunningham Park should be the aquatic center.

Mr. Doll asked if the softball complex amenities were initially included in Phase I, and Ms. Jones replied not initially. Monies were transferred from the general fund to cover those expenditures.

Ms. Jones explained that a consultant has been hired to design the new aquatic center, which will be constructed at the site of the existing Schifferdecker Pool. The annual support for the Wildcat Glades and Audubon Center began during FY 2012.

Mr. Doll asked if the $78,000 expenditure for Cunningham Park will be moved to the appropriate project, and Ms. Jones replied that it will be moved.

Parks:

Ms. Jones discussed the parks projects and explained that the Spiva Park improvements have been completed. The only remaining work in Schifferdecker Park is sidewalks, with the softball fields being almost complete.

Stormwater:

Mr. Schaller discussed the stormwater projects and explained that three projects were completed during the second quarter of FY 2012. The staff is awaiting a response from the Environmental Protection Agency (EPA) on the area of "B" Street and "C" Street at Porter Avenue due to contaminated soils.

City crews are working at 14th Street and Joplin Avenue, with this improvement almost being completed. The City crews will then move 10th Street and Peters Avenue. The drainage improvements on Maiden Lane will be constructed with the street widening, with this work being scheduled and designed. The staff is completing the right-of-way acquisitions on Maiden Lane.

Bids for the Iowa Avenue and Indiana Avenue drainage improvements were received at the same time. The improvements on Indiana Avenue are complete. After the tornado, the school district has totally redesigned their layout for the high school, so the Iowa Avenue improvements are on hold at this point.

Mr. Franz asked if the Iowa Avenue project will not be constructed, or if it will just be revised. Mr. Schaller replied this was previously City right-of-way, but the school district purchased all the surrounding properties. The City staff will discuss these improvements with the school district.

Mr. Doll asked if this work was included in Phase I, and Mr. Schaller replied that is correct.

Mr. Schaller explained that the work on Texas Avenue will begin after the improvements at 10th Street and Peters Avenue are complete. City crews will also be constructing the improvements at Eighth Street and Patterson Avenue. Bids will be solicited for the improvements at 24th Street and Meadow Avenue. No work has begun with any of the projects in Phase II.

Mr. Doll asked Mr. Schaller which projects in Phase II will begin this year. He replied that some projects will be included in the budget process for FY 2013. The improvements on Illinois Avenue between Seventh and Ninth Streets will be among the first projects to be completed. The City staff anticipates hiring some design consultants since right-of-way acquisition consumes a lot of time.

Mr. Doll asked about right-of-way acquisition on Illinois Avenue, and Mr. Schaller did not believe much additional right-of-way is required. This work will progress between the Joplin Plaza and the Sonic restaurant, with the surrounding properties involving one ownership.

Mr. Genesio arrived for the meeting at this time (4:20 p.m.). Mr. Doll asked about approving the minutes from the last meeting at this time.

Approve minutes from the February 16, 2012 meeting:

Mr. Doll asked for corrections or additions to the minutes from the previous meeting, and none were received.

MR. GENESIO MOVED, SECONDED BY MR. FRANZ, THAT THE MINUTES OF THE FEBRUARY 16, 2012 MEETING BE APPROVED AS WRITTEN. THE MOTION CARRIED, WITH MR. DOLL, MR. FRANZ, MR. GENESIO, MR. RICHARDSON, AND MR. WOOD VOTING "AYE"; AND WITH MR. BUCHANAN, MR. CHURCHWELL, MR. CORTEZ, AND MR. GOETZ BEING ABSENT (5 IN FAVOR, 4 ABSENT).

Mr. Doll then asked for a motion to excuse those committee members who were absent.

MR. RICHARDSON MOVED, SECONDED BY MR. FRANZ, THAT MR. BUCHANAN, MR. CHURCHWELL, MR. CORTEZ, AND MR. GOETZ BE EXCUSED. THE MOTION CARRIED, WITH MR. DOLL, MR. FRANZ, MR. GENESIO, MR. RICHARDSON, AND MR. WOOD VOTING "AYE"; AND WITH MR. BUCHANAN, MR. CHURCHWELL, MR. CORTEZ, AND MR. GOETZ BEING ABSENT (5 IN FAVOR, 4 ABSENT).

Mr. Schaller discussed the stormwater activities for the second quarter of FY 2012 and explained that $268,677 has been spent for ditch maintenance. All four laborer positions were maintained during the second quarter. The operations budget is on track unless the fuel prices increase.

Mr. Wood asked if federal funding is available for these activities, and Mr. Schaller replied no. The crew has been focusing on the expedited debris removal (EDR) area with the approaching anniversary of the tornado. The maintenance totals are as follows: 26,541 feet of ditch maintenance was performed, 706 catch basins were cleaned, and 1,165 miles of street sweeping was performed.

Capital Improvement Sales Tax:

Ms. Jones gave those present reports outlining the revenues and expenditures for the capital improvement sales tax through April, 2012. This tax sunsets on January 1, 2015. The beginning balance was $8,937,604, with $2,484,392 being collected during FY 2012. Interest income for FY 2012 totals $19,383. The transfer from the transportation sales tax totals $250,000, with $200,000 being collected from government participating agencies.

Ms. Jones discussed the expenditures and explained that $33,859,732 has been spent since the inception of the tax, with the TIF developers being paid $717,389. The actual costs to date for FY 2012 total $1,151,360, with the TIF developers being paid $57,643. The remaining estimated project costs total $28 million, with about $12 million in alternate funding sources.

Mr. Doll asked about the percentage under or over for revenues the last quarter, and Ms. Jones replied that the revenues for FY 2012 currently exceed last year's actuals by 10 percent. She noted a 16 percent decrease in May's revenues from May of 2011.

Mr. Franz asked if May's collections would include receipts from March, and Ms. Jones replied that is correct. Mr. Franz asked Ms. Jones if she expressed concern about the decrease in revenues. She stated that there was another month during FY 2012 where the revenues were down 20 percent from the preceding month, with the next month's revenues increasing by 70 percent. The revenues are up because of the tornado, with everyone replacing things and visitors coming to Joplin. Mr. Doll asked if the 10 percent increase is for the first seven months this fiscal year versus the first seven months last year, and Ms. Jones replied that is correct.

Ms. Jones explained that no capital improvement sales tax projects were completed during the second quarter. About $3.5 million has been spent on the Zora and Main interchange, with $1 million being spent on the traffic signal upgrades. A total of $407,638 has been spent on Maiden Lane from Ninth to 17th Streets, with $252,183 on Maiden Lane from 20th to 30th Streets. A total of $35, 011,091 has been spent so far for the capital improvement projects.

Mr. Doll asked if any of the traffic signal upgrades were destroyed in the tornado for which the City staff is trying to obtain money from the Federal Emergency Management Agency (FEMA), or if these are different locations. Mr. Schaller discussed the intersection of 26th and Main Streets. The City already purchased the materials for that upgrade, with the tornado destroying the existing signals that were there. The Federal Highway Administration (FHWA) has basically stated that the City is not eligible for reimbursement since the materials had already been purchased.

Mr. Schaller explained that the City will be reimbursed for the other traffic signals that were destroyed in the tornado. The City will be reimbursed for the street lights and signage that was destroyed, with June 12 being the bid opening date for the signage replacement.

Mr. Doll asked if the City will proceed with the signal upgrades as part of the intersection alignment, and Mr. Schaller replied that is correct. The project was bid with the traffic signals included. FHWA initially ruled that the City was eligible for reimbursement, so a change order was prepared to reduce the bid amount for the traffic signals. They have now stated that the signals are not reimbursable, so another change order will add the signals back into the project.

Mr. Schaller discussed the capital improvement projects and explained that nothing has taken place with the micro-surfacing work for 2012. All the work is substantially complete for 2011, but the 2012 plans are on hold pending some final determination from FEMA on the tornado-affected area. The plans will be adjusted to make the best use of the City dollars in accordance with the FEMA dollars. The micro-surfacing work will begin during the later part of the summer.

Right-of-way acquisition is still progressing on Maiden Lane between Ninth and 32nd Streets. The prime contractor for the Zora and Main Street interchange is Lehman Construction from California, Missouri. The work is now underway with completion scheduled for May, 2013.

The design work is complete for Zora Street from Range Line Road to Main Street, with right-of-way acquisition taking place at this time. Construction will begin during late 2012. The goal is to complete this project at about the same time the Zora and Main interchange is completed.

Mr. Richardson asked if everything on Zora Street will be complete by May, 2013. Mr. Schaller replied that their completion date is September, 2013, but their schedule is to complete the work in May or June, barring any severe winter weather or anything unforeseen.

Mr. Franz asked about a resolution with the landfill on the west side of Main Street. Mr. Schaller is currently discussing this issue with Jasper County and the Missouri Department of Natural Resources (DNR) to remediate this area.

Mr. Doll asked if this parcel is actually in Jasper County, and Mr. Schaller replied that is correct. He explained that the Missouri Department of Transportation's (MoDOT) right-of-way is within the City of Joplin, but the land to the west lies in Jasper County. The contractor will be placing a mechanically stabilized earth wall in this area.

Mr. Schaller explained that a public hearing was held for 26th Street from Schifferdecker Avenue to Maiden Lane. Right-of-way acquisition is taking place during the third and fourth quarters of FY 2012. A public hearing was held for St. Louis Avenue from Broadway to Zora Street, with right-of-way acquisition to begin during the first part of FY 2013.

Right-of-way acquisition and utility relocations are in progress for Broadway and Buchanan from St. Louis to Florida Avenues. Construction will begin during the third quarter of FY 2012.

Mr. Churchwell arrived for the meeting at this time (4:45 p.m.).

Phase I of the Schifferdecker Avenue improvements involves the segment of roadway from Seventh to 20th Street, with Phase II being from 20th to 32nd Streets. The design work is complete, with right-of-way acquisition taking place at this time. The City staff has submitted a Tiger Grant application for Schifferdecker Avenue, 26th Street, Maiden Lane, railroad overpasses on 15th Street and 20th Street, and sidewalks along 20th Street east to Range Line Road.

Mr. Doll asked if this is a federal grant, and Mr. Schaller replied that it is part of the federal stimulus program. The grant would be administered through the FHWA. Construction is in progress at 26th and Main Streets with drainage improvements being installed at this time.

Public Safety Sales Tax:

Ms. Jones gave those present reports outlining the revenues and expenditures for the public safety sales tax through April, 2012. The beginning fund balance is $12,404,776, with $3,311,328 being collected during FY 2012.

Ms. Jones discussed the expenditures and explained that $106,939 has been spent on street lights. A total of $1,168,394 has been spent for police, with $2,341,068 being spent for fire. Most of those expenditures are for Fire Station 6. A total of $85,016 was paid to the TIF developers, for total expenditures of $3,701,417.

Ms. Jones explained that all 30 police officers have been hired, with 15 additional firefighters being hired for Station 6. The three coverage firefighters have been hired, along with increasing the Station 3 personnel to four staff. The fire training captain has been hired.

The City continues work on the neighborhood security light program, with the wireless access for public safety and the police substation being complete. The only operational expenditures that aren't complete is hiring 12 firefighters for the second additional station.

Ms. Jones discussed the capital expenditures and explained that the mobile data computers have been acquired, with Fire Station 6 to be complete during the third quarter of FY 2012. The engine and brush truck are complete for Fire Station 6, with the first response vehicle still to be purchased. The joint fire/police training center and the second additional east side fire station have not begun. The replacement ladder truck for Fire Station 1, the hand-held ticket writers, and the public safety AS/400 new unit have been acquired.

Ms. Jones explained that the City is quickly approaching the point where the public safety sales tax will be strictly an operational tax once the east side fire station and the training center are complete.

Mr. Doll asked if there will be a need for this committee to continue to monitor this tax once the capital projects are completed and both departments are fully staffed. This will need to be determined at that time.

Mr. Schaller explained that the street light installations are down from last year. He estimated 1,000 street lights that were damaged in the EDR area, with the City of Joplin and Empire District Electric replacing those lights as quickly as possible. It will take about a year's time to complete the installations in the EDR area, with another year to complete the installations in the other areas.

Mr. Doll asked if it is easier to install the lights in the EDR area since there aren't so many buildings to work around. Mr. Schaller stated that many of the lights in the EDR area are handled through the City's maintenance agreement with Empire District and not the public safety tax.

Chief Roberts discussed the public safety sales tax and how it is helping the Police Department.

Chief Randles explained that Fire Station 6 is complete with the current total price for the station is $1,873,977. A grand opening was held on May 5. The total cost for the station is $2.89 million, which includes architectural fees, the station, furnishings, apparatus, and equipment. The station is

very energy-efficient with little or no maintenance problems anticipated for some time. The rescue vehicle specifications are currently being reviewed with an expected bid date for July, 2012.

Chief Randles anticipates construction of the east side fire station to begin during FY 2014. The City Council approved the purchase of two pieces of property for the replacement of Fire Stations 2 and 4. He anticipates beginning construction of those two stations within the next six to eight months. He will then begin looking for property for Fire Station 7.

Schedule next meeting of the oversight committee:

The next meeting of this committee will be held on Thursday, August 16, 2012 at 4:00 p.m. The semi-annual report will be presented to the City Council on Monday, July 16, 2012.

Adjournment:

There being no further business to come before the Capital Improvement and Public Safety Sales Tax Oversight Committee, the meeting stood adjourned at 5:15 p.m.

Doug Doll, Chairman

Susan Champlin, Secretary

PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE I
As of April 30, 2012
Sunset Date 4/1/12, Sales Tax Rate .25% (1/4)

	PARKS (31.5%)	STORMWATER (68.5%)	TOTAL
Beginning Fund Balance-FY 2011	$ (603,815.15)	$ 4,830,719.03	$ 4,226,903.88
Revenues:			
Actual sales tax receipts in 2012	427,257.98	1,229,040.63	1,656,298.61
Projected sales tax receipts in 2012	13,388.02	-	13,388.02
Actual sales tax receipts-Prior Years	8,679,273.29	18,893,885.12	27,573,158.41
Interest Income-Current Year	-	-	-
Interest Income-Prior Years	165,993.63	360,970.28	526,963.91
Traffic Material Repairs-Prior Years	-	50,466.00	50,466.00
BRO Funds (County Road and Bridge)-FY 2005	-	18,000.00	18,000.00
BRO Funds (County Road and Bridge)-FY 2010		1,159,996.74	1,159,996.74
City Resale Proceeds-Prior Years	13,056.00	2,900.00	15,956.00
General Fund transfer for Athletic Complex property-FY 2004	1,020,563.00	-	1,020,563.00
General Fund transfer-FY 2005	250,000.00		250,000.00
Cunningham Pool Grant-FY 2005	150,000.00	-	150,000.00
DNR Trail Grant-Prior Years	78,511.03		78,511.03
General Fund Transfer for Softball Fields-FY 2010	1,199,626.96		1,199,626.96
Total projected funding sources	$ 11,997,669.91	$ 21,715,258.77	$ 33,712,928.68
Expenditures:			
Actual project costs to date-Prior Years	$ 11,832,410.66	$ 15,307,619.00	$ 27,140,029.66
Actual TIF/Transfer payments to Developer to date-Prior Years	158,399.40	347,880.11	506,279.51
Actual costs to date-Current Year	-	633,701.28	633,701.28
Actual TIF/Transfer payments to Developer to date-Current Year	12,969.70	28,203.94	41,173.64
Sub-Total actual costs to date	$ 12,003,779.76	$ 16,317,404.33	$ 28,321,184.09
Remaining estimated project costs	28,741.00	3,982,929.00	4,011,670.00
Total projected costs	$ 12,032,520.76	$ 20,300,333.33	$ 32,332,854.09
Shortfall of estimated sales tax receipts	(34,850.85)	1,414,925.44	1,380,074.59
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (34,850.85)	$ 1,414,925.44	$ 1,380,074.59
Initial estimated cost of projects	9,369,000.00	20,365,171.00	29,734,171.00

Note: Sales tax receipts for fiscal year 2010: 0.26%
Sales tax receipts for fiscal year 2009: (4.67%)
Sales tax receipts for fiscal year 2008: 1.09%
Sales tax receipts for fiscal year 2007: 1.23%
Sales tax receipts for fiscal year 2006: 3.88%
Sales tax receipts for fiscal year 2005: 2.64%
Sales tax receipts for fiscal year 2004: 5.60%

Prepared by: Leslie Jones

12:48 PM 5/21/2012

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2012

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
McKinley Park Improvement Project	NA	$ 30,000	$ -	$ -	$ 30,000	$ -	
Mohaska Park Improvement Project	TS0216	30,000	24,506	24,506	5,494	-	
Garvin Park Improvement Project	TS0202	60,000	53,706	53,706	6,294	-	
Iron Gates Park Improvement Project	TS0207	100,000	64,643	64,643	35,357	-	
Roanoke Park Improvement Project	TS0208	30,000	30,405	30,405	(405)	-	
McClelland Park Improvement Project	TS0209	150,000	101,841	101,841	48,159	-	
Schifferdecker Park Improvement Project	TS0210	220,000	195,859	220,000	-	-	
Spiva Park Improvement Project	TS0211	20,000	15,400	20,000	-	-	
McIndoe Park Improvement Project	TS0212	200,000	162,050	162,050	37,950	78,511	DNR Trail Grant
Pedestrian & Bike Trails Project	TS0213	550,000	426	426	549,574	-	
Landscaping & Beautification of Entire Park System	TS0214	150,000	9,927	9,927	140,073	-	
Softball Fields	TS0215	888,104	1,439,620	1,500,000	-	1,199,627	General Fund Transfer
Athletic Complex Project	TS0203	6,000,000	7,163,204	7,163,204	(1,163,204)	1,123,619	GF T-fer & Sewer Fund
Ewert Pool Renovation	TS0204	800,000	1,110,366	1,110,366	(310,366)	-	
Cunningham Pool Renovation	TS0206	800,000	1,206,447	1,206,447	(406,447)	400,000	LWCF Grant/GF T-fer
Memorial Hall Project	TS0205	229,000	254,010	254,010	(25,010)	-	
TOTAL PARKS PROJECTS		**$ 10,257,104**	**$ 11,832,411**	**$ 11,921,531**	**$ (1,052,531)**	**$ 2,801,757**	
STORMWATER PROJECTS:							
Annual Maintenance (10 Years)	TS0408	$ 2,500,000	$ 2,257,198	$ 2,500,000	$ -	-	
Willow Branch Phase 1 (6th Street Relief)	TS0201	2,469,834	2,516,024	2,516,024	(46,190)	-	
4th Street East & Murphy Blvd.	TS0404	1,000,805	973,309	973,309	27,496	634,499	STP Urban Grant
5th Street & Division Avenue	TS0403	951,180	1,285,914	1,285,914	(334,734)	-	
Willow Branch Phase 3 (Connor Ave. Relief)	TS0407	508,880	297,519	297,519	211,361	86,307	CDBG Funds
Davis S.W. Detention Project	TS0402	502,275	648,541	648,541	(146,266)	-	
Brownell - 32nd Street to 34th Street	TS0409	606,421	78,847	78,847	527,574	-	
Mohaska Ditch	TS0410	593,104	59,636	110,000	-	-	
5th Street & Murphy Boulevard	TS0405	391,094	742,721	742,721	(351,627)	525,498	STP Urban Grant
Willow Branch Phase 2 (Moffet Ave. Relief)	TS0406	625,790	1,324,406	1,324,406	(698,616)	468,799	CDBG Funds
Roosevelt Ave. at 17th Street (Culvert)	TS0411	45,892	80,421	80,421	(34,529)	-	
Connecticut Ave. S. of Campbell Parkway (Culvert)	TS0412	156,000	274,200	274,200	(118,200)	171,600	Trans. Sales Tax Funds
30th Street & McClelland Boulevard	TS0413	666,278	576,120	576,120	90,158	400,000	Trans. Sales Tax Funds

Prepared by: Sherri McCulloch
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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2012

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Willow Branch Phase 4 (Picher Ave. - 10th to Junge)	TS0414	$ 530,530	$ 470,910	$ 470,910	$ 59,620	$ 300,000	CDBG Funds
Range Line Road South of 20th Street	TS0415	426,600	406,376	406,376	20,224	-	
38th Street & Jackson Avenue (Jackson Culvert)	TS0416	70,200	70,297	70,297	(97)	70,297	Trans. Sales Tax Funds
6th Street & Porter Avenue	TS0417	307,035	32,725	300,000	274,310	-	
44th Street East of Oaklawn Drive (Bridge)	TS0418	278,374	121,566	121,566	156,808 *	214,348	BRO Funds (County)
36th Street to Ferguson Road (Ditch)	TS0419	211,230	242,095	242,095	-	-	
Porter Avenue & "B" Street	TS0420	796,800	38,156	820,000	-	-	
McCoy Avenue & West 1st Street	TS0421	92,933	66,274	66,274	26,659	-	
"C" Street West of Porter Avenue	TS0422	190,801	57,567	220,000	-	250,000	Jasper County
8th Street & Patterson Avenue	TS0423	284,577	3,775	150,000	-	-	
Maiden Lane North of 7th Street	TS0424	87,387	1,240,176	1,240,176	(1,152,789)	50,466	Traffic Material Refund
"B" Street West of Porter Avenue	TS0425	62,626	28,833	85,000	-	-	
Texas Avenue - 32nd Street to 34th Street	TS0426	317,987	73,477	110,000	-	-	
Joplin Avenue - 11th Street to 12th Street	TS0427	329,443	367,001	367,001	-	300,000	CDBG Funds
2nd Street West of Walnut Avenue	TS0428	78,480	74,275	74,275	-	-	
15th Street East of Delaware Avenue	TS0429	207,000	164,247	164,247	42,753	164,247	Trans. Sales Tax Funds
10th Street & Peters Avenue	TS0430	46,606	4,800	40,000	-	-	
Schifferdecker Avenue at 32nd Street	TS0431	79,024	-	-	79,024 *	-	
Indiana Avenue - 20th Street to 22nd Street	TS0432	1,324,861	440,271	550,000	-	300,000	CDBG Funds
Iowa Avenue - 20th Street to 24th Street	TS0433	1,379,048	130,955	1,450,000	-	300,000	CDBG Funds
Old 32nd Street at McClelland Boulevard	TS0434	461,500	219,436	219,436	-	507,650	Trans. Sales Tax Funds
33rd Street West of Connecticut Avenue (Ditch)	TS0435	95,808	116,729	116,729	(20,921)	-	
Connecticut Avenue North of 26th Street	TS0436	43,833	16,432	16,432	27,402	16,432	Trans. Sales Tax Funds
Maiden Lane - 17th Street to 20th Street	TS0437	593,339	-	350,000	-	652,673	Trans. Sales Tax Funds
Main Street at 10th Street	TS0438	47,259	99,942	99,942	(52,673)	-	
"A" Street West of Porter Avenue	TS0439	88,529	217,779	217,779	-	250,000	Jasper County
Perkins Street West of Monroe Avenue	TS0440	120,926	54,695	54,695	-	-	
32nd Street & Schifferdecker Avenue	TS0441	56,912	-	-	56,912 *	-	
24th Street & Meadow Avenue	TS0442	515,749	49,954	750,000	-	-	
14th Street West of Joplin Avenue	TS0443	222,211	17,720	120,000	-	-	
TOTAL STORMWATER PROJECTS		**$ 20,365,171**	**$ 15,941,320**	**$ 20,301,253**	**$ (1,356,343)**	**$ 5,662,816**	

*Projects completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
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PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE II
As of April 30, 2012
Sunset Date 4/1/22, Sales Tax Rate .25% (1/4)

	PARKS (41%)	STORMWATER (59%)	TOTAL
Beginning Fund Balance-FY 2011	$ -	$ -	$ -
Revenues:			
Actual sales tax receipts in 2012	-	-	-
Projected sales tax receipts in 2012	-	-	-
Actual sales tax receipts-Prior Years	-	-	-
Interest Income-Current Year	-	-	-
Interest Income-Prior Years	-	-	-
Total projected funding sources	$ -	$ -	$ -
Expenditures:			
Actual project costs to date-Prior Years	$ 170,029.00	$ -	$ 170,029.00
Actual TIF/Transfer payments to Developer to date-Prior Years	-	-	-
Actual costs to date-Current Year	921,021.19	-	921,021.19
Actual TIF/Transfer payments to Developer to date-Current Year	-	-	-
Sub-Total actual costs to date	$ 1,091,050.19	$ -	$ 1,091,050.19
Remaining estimated project costs	11,701,900.00	18,507,050.00	30,208,950.00
Total projected costs	$ 12,792,950.19	$ 18,507,050.00	$ 31,300,000.19
Shortfall of estimated sales tax receipts	(12,792,950.19)	(18,507,050.00)	(31,300,000.19)
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (12,792,950.19)	$ (18,507,050.00)	$ (31,300,000.19)
Initial estimated cost of projects	12,792,950.00	18,507,050.00	31,300,000.00

Prepared by: Leslie Jones

CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of April 30, 2012
Sunset Date 1/1/15, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2011	$	8,937,603.79
Revenues:		
Actual sales tax receipts in 2012		2,484,382.36
Remaining projected sales tax receipts in 2012		1,712,242.64
Projected sales tax receipts in 2013		1,755,048.71
Projected sales tax receipts in 2014		1,798,924.92
Projected sales tax receipts in 2015		460,974.51
Actual sales tax receipts-Prior Years		30,300,726.05
Interest Income-Current Year		19,382.87
Interest Income-Prior Years		1,177,293.17
Insurance Settlement-Prior Years		335,000.00
Sale of Real Property-Current Year		-
Sale of Real Property-Prior Year		10,110.00
Property Lease Income-Current Year		-
Property Lease Income-Prior Years		36,784.78
Traffic Material Repairs-Current Year		-
Traffic Material Repairs-Prior Years		157,255.94
32nd & Main-MoDot Reimbursement-Current Year		-
32nd & Main-MoDot Reimbursement-Prior Year		3,972,525.59
Zora/Main Exchange MoDot Grant-Current Year		-
Zora/Main Exchange MoDot Grant-Prior Years		430,991.97
Transportation Sales Tax Subsidy-Current Year		250,000.02
Transportation Sales Tax Subsidy-Prior Years		6,000,000.12
Local Government Participating-Current Year		200,000.00
Local Government Participating-Prior Years		1,094,057.00
Total projected funding sources	$	52,195,680.65
Expenditures:		
Actual project costs to date-Prior Years	$	33,859,731.59
Actual TIF payments to Developer to date-Prior Years		717,389.24
Actual project costs to date-Current Year		1,151,359.75
Actual TIF/Transfer payments to Developer to date-Current Year		57,643.03
Sub-total actual costs to date	$	35,786,123.61
Remaining estimated project costs		28,068,381.00
Total projected costs	$	63,854,504.61
Shortfall of estimated sales tax receipts		(11,658,823.96)
Future alternate source of funding		12,201,250.00
Funding over/(under)	$	542,426.04
Initial estimated cost of projects		60,312,875.00

Note: Sales tax receipts for fiscal year 2010-0.26% Increase
Sales tax receipts for fiscal year 2009-(4.67%) Decrease
Sales tax receipts for fiscal year 2008-1.10% Increase
Sales tax receipts for fiscal year 2007-1.24% Increase

Prepared by Leslie Jones

1:25 PM 5/21/2012

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2012

						FUNDING SOURCES			
	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:									
City Overlay Program	TC0502	$ 5,375,000	$ 3,311,011	$ 5,375,000	$ -	$ -	$ -	$ 5,375,000	$ 5,375,000
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,028,901	9,028,901	(2,578,901)	2,345,865	-	6,683,036	9,028,901
Maiden Lane from 20th to 30th	TC0505	2,150,000	252,183	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane from 9th to 17th	TC0506	2,150,000	407,638	2,150,000	-	781,955	-	1,368,045	2,150,000
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,354,321	5,354,321	(1,054,321)	3,263,910	694,057	1,396,354	5,354,321
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	60,449	2,687,500	-	977,444	-	1,710,056	2,687,500
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	152,681	-	-	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	3,467,231	15,050,000	-	1,915,263	12,040,000	1,094,737	15,050,000
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	84,719	1,881,250	-	684,211	-	1,197,039	1,881,250
Zora from Range Line to Main	TC0512	2,150,000	11,283	2,150,000	-	781,955	-	1,368,045	2,150,000
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	54,475	1,290,000	-	469,173	-	820,827	1,290,000
West Bypass Corridor Study	TC0514	161,250	202,115	361,250	-	-	161,250	200,000	361,250
St. Louis from Broadway to Zora	TC0515	1,827,500	113,870	1,827,500	-	664,662	-	1,162,838	1,827,500
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,039,145	2,150,000	-	781,955	-	1,368,045	2,150,000
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,428,747	1,428,747	721,253	781,955	1,000,000	(353,208)	1,428,747
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	136,842	-	771,002	907,844
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 60,312,875**	**$ 35,011,091**	**$ 63,079,473**	**$ (2,566,598)**	**$ 15,497,269**	**$ 18,442,220**	**$ 29,139,984**	**$ 63,079,473**

Notes:
TC0508 - Grant revenue includes $400,000 for 2 railroad crossings and $294,057 for KCS contribution towards construction costs.
TC0517 - Grant revenue includes $500,000 from Joplin Special Road District and $500,000 from Jasper County, payable $100,000 each per year.
Project Completed in Current Quarter
Project Complete

Prepared by: Sherri McCulloch
H:\My Documents\Cap Imp Sales Tax Comm\Capital Impr Proj thru 2nd Qtr FY 2012

PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2012
Sales Tax Rate .50% (1/2)

	PS SALES TAX FY 2012	PS SALES TAX FY 2011	PS SALES TAX FY 2010	PS SALES TAX FY 2009	PS SALES TAX FY 2008	PS SALES TAX FY 2007	PS SALES TAX GRAND TOTAL
Beginning Fund Balance	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ -	$ -
Revenues:							
Sales tax receipts	$ 3,311,328	$ 6,281,860	$ 5,815,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 30,620,550
Land Donation	-	-	36,000	-	-	-	36,000
Total Revenue	$ 3,311,328	$ 6,281,860	$ 5,851,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 30,656,550
Expenditures:							
Public Works:							
Electric Charges-Street Lights	$ 106,939	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 450,547
Sub-Total Public Works	$ 106,939	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 450,547
Police:							
Wages & Benefits	$ 773,113	$ 1,608,017	$ 1,506,077	$ 1,791,349	$ 797,786	$ 100,605	$ 6,576,948
Wearing Apparel	7,360	14,201	18,075	30,240	24,607	12,992	107,475
Maintenance Supplies	390	833	979	745	1,185	973	5,105
Operational Supplies	10,478	19,529	27,283	36,281	33,897	15,463	142,929
Computer Peripherals	-	-	1,997	-	-	-	1,997
General Office Supplies	218	907	1,151	1,009	157	-	3,441
Small Office Equipment		-	-	-	490	-	490
Small Office Furnishings		-	-	-	1,845	-	1,845
Chemical & Laboratory Suppl		1,871	457	3,513	1,252	114	7,205
Telephone Charges	2,794	4,300	3,214	3,192	1,854	-	15,354
Fuel, Oil & Diesel	26,772	58,639	46,095	28,261	39,634	-	199,401
Central Garage Repairs	19,426	40,489	33,738	16,688	19,287	-	129,627
Vehicle Lease		-	-	2,700	-	-	2,700
Vehicle Cleaning		-	-	-	226	-	226
Laundry Services	358	979	764	2,343	500	-	4,943
Maintenance Contracts & Agr	16,667	43,684	34,804	35,934	41,599	1,636	174,325
Travel Expenses	3,405	1,216	3,712	9,927	6,383	2,953	27,596
Conferences & Seminars	3,680	2,555	5,654	-	-	-	11,889
Publications & Subscriptions		-	798	-	-	-	798
Printing Services		320	1,160	1,090	-	-	2,570
Liability Insurance	12,285	-	-	-	-	-	12,285
Land Acquisition		-	-	198,456	-	-	198,456
Motor Vehicles		-	-	171,408	142,288	91,427	405,123

Prepared by: Leslie Jones

1:37 PM 5/21/2012

PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2012
Sales Tax Rate .50% (1/2)

Operating Equipment		-	-	17,764	31,401	-	49,165
Computer Equipment		-	19,673	167,488	200,574	246,318	634,053
Transfers Out	291,448	572,782	527,425	505,943	352,527	-	2,250,125
Sub-Total Police	$ 1,168,394	$ 2,370,322	$ 2,233,056	$ 3,024,331	$ 1,697,491	$ 472,460	$ 10,966,073
Fire:							
Wages & Benefits	$ 437,876	$ 387,432	$ 320,276	$ 879,111	$ 205,174	$ 14,927	$ 2,044,797
Wearing Apparel	12,465	3,237	1,399	2,250	2,852	-	22,203
Operational Supplies	3,389	4,549	2,334	1,340	-	-	11,611
Safety Equipment	30,661	13,875	10,083	2,407	8,084	600	65,710
Water Charges	1,202	-	-	-	-	-	1,202
Maintenance Contracts & Agr	3,370	7,630	6,418	7,129	10,232	416	35,395
Travel Expenses		-	56	257	-	-	313
Conferences & Seminars		-	95	-	-	-	95
Paramedic Training		9,927	-	-	-	-	9,927
Educational Materials		1,093	1,360	-	-	-	2,453
Liability Insurance	2,579	-	-	-	-	-	2,579
Building Acquisitions	1,149,360	676,141	51,332	1,231	-	-	1,878,065
Land Acquisition		-	36,000	-	-	-	36,000
Motor Vehicles	545,069	-	858,209	-	-	-	1,403,278
Emergency Operating Equip	66,415	92,826	-	-	-	-	159,241
Computer Equipment	4,336	-	649	-	16,360	64,700	86,046
Transfers Out	84,346	156,327	140,969	104,753	69,501		555,896
Sub-Total Fire	$ 2,341,068	$ 1,353,236	$ 1,429,181	$ 798,478	$ 312,203	$ 80,644	$ 6,314,811
TIF Payments to Developer	$ 85,016	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 910,431
Sub-Total TIF Payments Out	$ 85,016	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 910,431
Total Expenditures	$ 3,701,417	$ 4,095,649	$ 3,973,978	$ 4,052,503	$ 2,213,324	$ 604,991	$ 18,641,862
Net Change in Fund Balance	$ (390,089)	$ 2,186,211	$ 1,877,664	$ 1,752,119	$ 3,874,188	$ 2,714,594	$ 12,014,688
Ending Fund Balance	$ 12,014,688	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ 12,014,688

Prepared by: Leslie Jones

1:43 PM 5/21/2012

CITY OF JOPLIN, MISSOURI
PUBLIC SAFETY SALES TAX
PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of April 30, 2012

DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2012 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers (5 Addtl/5 Shifts)	70,782	*	1,769,550	959,772	8,232,263	9,192,035	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	191,954	753,627	945,581	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685	390,354	-	390,354	15 Firefighters hired
3 Coverage Firefighters for Current Operations	48,379		145,137	78,071	1,002,720	1,080,791	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	78,071	1,002,720	1,080,791	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548				
Fire Training Captain	56,051		56,051	26,024	150,523	176,546	1 Fire Training Captain hired
Neighborhood Security Light Program (3,700 Additional at $250 each annually)			925,000	106,939	343,608	450,547	2,400 Streetlights
Wireless Access for Public Safety			50,000	20,037	186,043	206,080	Monthly Recurring Charge
Police Substation			10,000	-	198,456	198,456	Substation to be repaid annually
Sub-Total Operational Ongoing Costs			4,761,018	1,851,221	11,869,960	13,721,181	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	1,153,696	764,705	1,918,401	Construction Phase
Engine for Westside Station			450,000	578,108	92,826	671,934	Engine Purchased
First Response Vehicle for Westside Station			200,000	-		-	
Brush Truck for Westside Station			50,000	32,376		32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000				
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000				
Engine for Eastside Station			450,000				
Additional Joint Fire/Police Training Center Needs			2,000,000				
Sub-Total One-Time Capital Costs			10,505,000	1,765,180	2,245,070	4,010,250	
TIF Expense Payments to Developer				85,016	825,415	910,431	
GRAND TOTAL ACTUAL EXPENDITURES				3,701,417	14,940,445	18,641,862	

*The cost of additional dispatchers and vehicles is included in the per person police officer cost.
**Support Growth of $558,000 and Replacement Reserve of $600,000 not shown.
Completed Capital Items

Prepared by: Leslie Jones

1:38 PM5/21/2012

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2012

Item: COUNCIL BILL NO. 2012-301
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 7/6/2012
City Attorney: Brian Head — Date: 7-11-12
City Manager: R. Mark Rohr — Date: 7-10-12
Board or Commission: Planning and Zoning Commission — Date: 5/29/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 056-12: 2012 Comprehensive Plan – Adoption of the 2012 City of Joplin Comprehensive Plan – City of Joplin.

STAFF SUMMARY:
The Joplin Comprehensive Plan is a long-range vision for the entire community based on a regional perspective. The plan is used as a guide for making land use, transportation, infrastructure, and policy decisions. The Comprehensive Plan links long-range objectives to a number of interdependent elements, including population growth, economic development, land use, transportation, and community facilities. It contains goals and objectives and provides direction for city staff, the Zoning and Planning Commission, and the City Council for these and other issues.

The previous revision of the Joplin Comprehensive Plan took place in 2003. It is recommended that comprehensive plans be reviewed at least every five years in order to keep current. The attached booklet contains the final draft of the new 2012 Comprehensive Plan.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that a contract was signed with Lochner/BWR for the development of a new Comprehensive Plan for the City of Joplin. This plan gives the City direction for the next 20 to 25 years and is the plan all land use decisions are based on. The plan incorporates comments received through the Citizen Advisory Recovery Team (CART) process, with many of those comments being applied throughout the City and not just in the devastated area.

Mr. Bolander acknowledged Scott Michie and Dick Largent for their efforts. Mr. Largent knew our community and our citizens, so this is Joplin's plan. It is not taken from anywhere else and is not a cut-and-paste plan. Mr. Bolander also acknowledged Eric Kellstadt, who has done an excellent job with the plan update.

Mr. Michie explained that the Planning and Zoning Commission acted on Chapter 5 and the development standards during March, with the City Council adopting those plans during April. A few changes have been made to Chapter 5 following the open house two weeks ago, but the content remains the same. The development standards apply to 20th Street, 26th Street, South Range Line Road, along with the South Main Street development standards being morphed into an actual zoning overlay district for entire South Main corridor.

Main Street between 15th Street and Interstate 44 is designated as the South Main Street overlay district. A recommendation in the 2012 Comprehensive Plan creates the overlay district through a zoning text and zoning map change where South Main Street is being rezoned for mixed use.

Mr. Michie has worked with the City staff to bring the commissioners the language for the corridor development standards that are applied as standards for a corridor and not as a zoning overlay.

Mr. Kellstadt distributed to the commissioners copies of the neighborhood infill and housing revitalization redevelopment guidelines. Mr. Michie asked the commissioners to adopt this document along with the balance of the plan.

Mr. Michie explained that the mixed-use Main Street corridor includes retail, office, institutional, and multi-family uses. The other corridor development standards include mixed-use retail/ commercial and residential. These guidelines focus entirely on the infill residential and become the policy basis for future near-term zoning updates and will be used as a basis for amending the multi-family design guidelines and development standards in Joplin's zoning ordinance.

These guidelines are to be applied City-wide and not just in the recovery area or for a specific corridor. They would pertain to any multi-family development with regard to not only architecture and building materials, but also access, site layout, circulation, parking, and landscaping.

Mr. Smith asked if the Main Street corridor extends one block deep on each side. Mr. Michie replied a full block on each side, along with the adjacent facing blocks. The development standards for 20th Street, 26th Street, and Connecticut Avenue require a certain depth, but he did not dictate a minimum depth on Main Street.

Mr. Bolander explained that is easy to build vertically and horizontally along Main Street, and that he did not want to discourage that from happening by dictating a minimum depth on a lot, even though those lots are really small.

Mr. Anderson thought most of the comments at the recent open house were very positive, but he mentioned one commer regarding other architectural types of materials or design materials. He asked if that portion of the plan really wasn't changed specifically. Mr. Michie explained that the person who made that comment was referring to the current zoning, which calls for a minimum

of 40 percent. He was mixing the current zoning with the Comprehensive Plan. The South Main to Downtown overlay and mixed use development standards discuss consistent architectural design and durable building materials such as stone, brick, and lap siding.

Mr. Michie explained that the guidelines do not specify a percentage but require durable architectural materials, with the building being designed correctly. If the commercial building adjoins residential property, it must be 360-degree finished. That critic was inappropriately referring to the current 40 percent arbitrary and asked what good is 40 percent brick if the remainder of the building just has naked metal siding.

Mr. Anderson thought the guidelines leave the door open for design to some degree but still provides some integrity in the process. Mr. Michie stated this is correct.
Mr. Bolander didn't see the need for the Planning and Zoning Commission to be an architectural board dictating what each building should look like but wanted to give a developer a choice of materials. He felt it would be more appropriate to let the market dictate that element with options of different materials to use.

Mr. Michie explained that the guidelines also allow a modern all-glass design that is done well, so the guidelines do not dictate a certain percent of any specific material.

Mr. Bolander explained that the recovery process has been very fluid and stated that some issues arose during the development of this Comprehensive Plan that the City staff had to move on quickly, with Mr. Michie and Mr. Largent addressing these issues very quickly and adjusting.

Mr. Anderson offered his appreciation to everyone who worked through this Comprehensive Plan. He stated that Joplin is not only dealing with one of the worst tragedies in history but was dealing with a Comprehensive Plan at the same time. He thought the new plan is a great product and is something the City can be very proud of to work with in the future.

Mr. Michie explained that the City Council will be accepting the Comprehensive Plan in about six to eight weeks. Mr. Bolander didn't set a time for the public hearing and will advertise that separately. He wanted the Council members to have an opportunity to review the plan and make any additional comments before the public hearing takes place.

Following the City Council approval, the Planning and Zoning Commissioners will receive a complete set that includes all the appendices consisting of the development standards, along with a copy of the final CART plan and the housing market study that will be available in the near future. The document will also include the future land use maps of Carl Junction and Webb City.

PUBLIC COMMENT:
None.

MINUTES
PLANNING AND ZONING COMMISSION
SPECIAL MEETING
MAY 29, 2012
5:00 P.M.

The Planning and Zoning Commission met in special session on Tuesday, May 29, 2012. Present were Commission Members Bruce Anderson, Kent Eastman, Justin Gilstrap, Don Landrith, Don McClure, and Lee Smith. Commission Member Bob Harrington was absent. Troy Bolander, Eric Kellstadt, and Susan Champlin represented the Planning/Community Development office.

Case 056-12: 2012 Comprehensive Plan – Adoption of the 2012 City of Joplin Comprehensive Plan – City of Joplin.

Mr. Anderson opened the public hearing for Case 056-12.

Mr. Bolander explained that a contract was signed with Lochner/BWR last year for the development of a new Comprehensive Plan for the City of Joplin. This plan gives the City direction for the next 20 to 25 years and is the plan all land use decisions are based on.

Mr. Bolander explained that this is one of the most publicly engaged Comprehensive Plan updates. The plan incorporates comments received through the Citizen Advisory Recovery Team (CART) process, with many of those comments being applied throughout the City and not just in the devastated area. The Joplin citizens really tried to use this as an opportunity in the recovery from the tornado.

Mr. Bolander acknowledged Scott Michie and Dick Largent for their efforts. Mr. Largent knew our community and our citizens, so this is Joplin's plan. It is not taken from anywhere else and is not a cut-and-paste plan. Mr. Bolander also acknowledged Eric Kellstadt, who has done an excellent job with the plan update.

Mr. Scott Michie explained that this is the second public hearing before the Planning and Zoning Commission. About 45 people attended the open house two weeks ago, with several City Council members being present. The commissioners acted on Chapter 5 and the development standards during March, with the City Council adopting those plans during April. This meeting is the final public hearing to adopt the balance of the plan.

Mr. Michie has made a few changes in Chapter 5 following the open house two weeks ago, but the content remains the same. He has also prepared a set of tandem guidelines to the development standards. The development standards apply to 20th Street, 26th Street, South Range Line Road, along with the South Main Street development standards being morphed into an actual zoning overlay district for entire South Main corridor.

Main Street between 15th Street and Interstate 44 is now designated as the South Main Street overlay district. A recommendation in the 2012 Comprehensive Plan creates the overlay district through a zoning text and zoning map change where South Main Street is being rezoned for mixed

use. A developer must still meet the development standards and submit site plans, but he will have the benefit of the City having established the mixed-use zoning for that South Main Street corridor.

Mr. Michie explained that Mark White, his land use attorney, made that distinction between the district and the corridors and worked with Lochner/BWR and the City staff to bring the commissioners the language for the corridor development standards that are applied as standards for a corridor and not as a zoning overlay. They have worked through technical legal questions to make sure they are giving Joplin the proper policy plan.

Mr. Kellstadt distributed to the commissioners copies of the neighborhood infill and housing revitalization redevelopment guidelines. Mr. Michie asked the commissioners to adopt this document along with the balance of the plan.

Mr. Michie explained that the mixed-use Main Street corridor includes retail, office, institutional, and multi-family uses. The other corridor development standards include mixed-use retail/commercial and residential. These guidelines focus entirely on the infill residential, with these guidelines becoming the policy basis for future near-term zoning updates. These guidelines will be used as a basis for amending the multi-family design guidelines and development standards in Joplin's zoning ordinance.

Mr. Michie explained that these guidelines are meant to be applied City-wide and not just in the recovery area or for a specific corridor. They would pertain to any multi-family development with regard to not only architecture and building materials, but also access, site layout, circulation, parking, and landscaping. These guidelines are the final piece in the 2012 Comprehensive Plan update that lay that policy basis for applying good design to development City-wide.

Mr. Michie discussed the CART input but also wanted to make good on the pledge of making it a comprehensive plan and not just a recovery plan. He asked Dick Largent and Councilman Bill Scearce for any additional comments, and they had none.

Mr. Michie explained that 45 people were present at the recent open house, with about 75 people in attendance for the first open house in February. A large audience was present for the public hearing when the commissioners adopted the core land use pieces of the Comprehensive Plan during April. He appreciated the commissioners' support and leadership in this process.

Mr. Anderson asked for questions from the commissioners.

Mr. Smith asked if the Main Street corridor extends one block deep on each side. Mr. Michie replied a full block on each side, along with the adjacent facing blocks. He explained that the development standards for 20th Street, 26th Street, and Connecticut Avenue require a certain depth, but he did not dictate a minimum depth on Main Street.

Mr. Bolander explained that is easy to build vertically and horizontally along Main Street, and that he did not want to discourage that from happening by dictating a minimum depth on a lot, even though those lots are really small.

Mr. Anderson thought most of the comments he heard at the recent open house were very positive, but he mentioned one comment regarding other architectural types of materials or design materials.

He did not see that in these revisions and asked if that portion of the plan really wasn't changed specifically. Mr. Michie explained that the person who made that comment was literally referring to the current zoning, which calls for a minimum of 40 percent. He was mixing the current zoning with the Comprehensive Plan. The South Main to Downtown overlay and mixed use development standards discuss consistent architectural design and durable building materials. "Durable architectural materials" mean a quantity and a genre of materials like stone, brick, and lap siding.

Mr. Michie explained that the guidelines do not specify a percentage but require durable architectural materials, with the building being designed correctly. If the commercial building adjoins residential property, it must be 360-degree finished. That critic was inappropriately referring to the current 40 percent arbitrary and asked what good is 40 percent brick if the remainder of the building just has naked metal siding.

Mr. Anderson thought the guidelines leave the door open for design to some degree but still provides some integrity in the process. Mr. Michie stated this is correct.

Mr. Bolander recalled many discussions on this issue. He didn't see the need for this commission to be an architectural board dictating what each building should look like, but he wanted to give a developer a choice of materials. He stated that a lot of different materials can be used besides brick to make a building look nice. He felt it would be more appropriate to let the market dictate that element with options of different materials to use.

Mr. Michie explained that the guidelines also allow a modern all-glass design that is done well, so the guidelines do not dictate a certain percent of any specific material.

Mr. Anderson asked for additional questions or comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 056-12.

MR. LANDRITH MOVED, SECONDED BY MR. McCLURE, THAT CASE 056-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. GILSTRAP, MR. LANDRITH, MR. McCLURE, AND MR. SMITH VOTING "AYE"; AND WITH MR. HARRINGTON BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Mr. Bolander explained that the recovery process has been very fluid and stated that some issues arose during the development of this Comprehensive Plan that the City staff had to move on quickly, with Mr. Michie and Mr. Largent addressing these issues very quickly and adjusting. He thanked them for their endeavors.

Mr. Anderson overlooked the roll call as stated at the beginning of the agenda. He asked for a motion to excuse Mr. Harrington from attending this meeting.

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

Mr. Anderson offered his sincere appreciation to everyone who worked through this Comprehensive Plan, including the commissioners who spent many extra hours working through this plan. He noted the commissioners' good representation at all the open houses and public meetings. He explained that Joplin is not only dealing with one of the worst tragedies in history but was dealing with a Comprehensive Plan at the same time. He thought the new Comprehensive Plan is a great product, with the end result being the most important and something the City can be very proud of to work with in the future.

Mr. Michie explained that the City Council will be accepting the Comprehensive Plan in about six to eight weeks. Mr. Bolander didn't set a time for the public hearing and will advertise that separately. He wanted the Council members to have an opportunity to review the plan and make any additional comments before the public hearing takes place.

Mr. Michie explained that after the City Council approves the final plan, the Planning and Zoning Commissioners will receive a complete set that includes all the appendices consisting of the development standards, along with a copy of the final CART plan and the housing market study that will be available in the near future. The document will also include the future land use maps of Carl Junction and Webb City.

There being no further business to come before the Planning and Zoning Commission, the meeting stood adjourned at 5:30 p.m.

Approved _____
Bruce Anderson, Chairman

Approved _____
Susan Champlin, Secretary

P & Z Case 056-12
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-301 **ORDINANCE NO.**

AN ORDINANCE adopting the 2012 City of Joplin Comprehensive Plan and all subsequent amendments thereto,

WHEREAS, the 2012 Comprehensive Plan shall serve the City of Joplin in long-range planning and zoning decisions in order to promote the health, safety, quality of life, comfort, and general welfare of the City,

WHEREAS, the 2012 Comprehensive Plan shall replace in full the 2003 Comprehensive Plan and all subsequent amendments,

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

Section 1. That the 2012 Comprehensive Plan having been referred to the Planning and Zoning Commission and having given at least fifteen (15) days' notice of time and place of hearing by publication in the Joplin Globe,

Section 2. That the Council of the City of Joplin, Missouri, does hereby adopt a new Comprehensive Plan, to be known as the 2012 Comprehensive Plan, a true and accurate copy of the same being on file in the City Clerk's office.

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

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16th, 2012

Item: RESOLUTION NO. 2012-020

Originating Department: PUBLIC WORKS – PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Resolution No. 2012-020

Department Head: David Hertzberg DKH Date: 7/10/12
Planning/Community Development Manager: Troy Bolander T.B. Date: 7/9/12
Finance Department: Leslie Jones LJ Date: 7-10-12
City Attorney: Brian Head BH Date: 7-11-12
City Manager: Mark Rohr MR Date: 7-10-12

Recommended Action: Approval of Resolution 2012-020.

Summary:

As a result of the impact from the tornado on May 22, 2011, the Economic Development Administration (EDA) through its Economic Adjustment Assistance (EAA) program has allocated approximately $52,000,000 to our EDA region (Denver, CO) to help with post disaster recovery. EDA encourages the submission of applications based on long-term, regionally oriented and collaborative economic development or redevelopment strategies that foster economic growth and resiliency. This is a competitive grant program and there is not a guarantee the City of Joplin will receive any or a portion of the assistance requested in the application.

The application to EDA will contain a request for approximately $40,000,000 to be used for construction projects identified in the SPARK Plan and for the Joplin Schools Workforce Development Project at the Franklin Technology Center. Approximately $37,000,000 will be used for SPARK and $3,000,000 will be used for the Joplin Schools Workforce Development Project at Franklin Technology Center.

Staff recommends approval of the resolution that will support the Joplin School District's application to EDA for post disaster recovery assistance and will permit the city to submit an application to EDA for post recovery assistance as well.

RESOLUTION NO. 2012-020

A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the the U.S. Economic Development Administration (EDA) for disaster assistance to help in the economic recovery resulting from a EF-5 tornado that occurred on May 22nd, 2011.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin and Joplin schools; and

WHEREAS, there were hundreds of businesses and several schools affected by the tornado that negatively impacted the area's economy and educational opportunities of the area's workforce.

WHEREAS, the U. S. Economic Development Administration (EDA) through the Economic Adjustment Assistance (EAA) program provides post disaster recovery assistance, and

WHEREAS, the City of Joplin and the Joplin School District are both eligible for EDA grant assistance in response to the negative economic and educational impacts caused by the tornado on May 22nd, 2011

WHEREAS, the EDA may allocate assistance directly to both the City of Joplin and Joplin School District to help recover from the EF-5 tornado that occurred on May 22nd, 2011.

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

Section 1: That the City Council of the City of Joplin supports the Joplin School District in their application to the Economic Development Administration for disaster recovery assistance in relation to the Joplin Schools Workforce Development Project at Franklin Technology Center.

Section 2: That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Council, to submit an application, or substantially in similar in form, to the Economic Development Administration on behalf of the City for disaster recovery assistance in relation to the implementation of the SPARK Plan.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2012

Item: CDBG – Disaster Recovery Action Plan
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Action Plan
2) Resolution No. 2012-021

Department Head: David Hertzberg OKH Date: 7/10/12
Planning & Community Development Manager: Troy Bolander: TB Date: 7/9/12
Finance Department: Leslie Jones Date: 7-10-12
City Attorney: Brian Head Date: 7-11-12
City Manager: Mark Rohr Date: 7-10-12

Recommended Action: Approval of Resolution No. 2012-021

DISCUSSION:

The following is a resolution that authorizes the filing of an Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program. The Action Plan describes the activities and how funds will be spent as proposed in the attached document.

The process for developing the Action Plan included:

The majority of the activities in this plan are a result of the numerous public meetings held during the Citizen's Advisory Recovery Team (CART) process which began in July of 2011. This includes the large scale public meetings as well as the numerous smaller sector meetings of the CART.

An additional Public Hearing was held on July 3rd to solicit public comments to the proposed activities. The draft plan was also published on the City's website noting a 7-day comment period.

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

The award amount attached to this CDBG-DR funding for the City of Joplin is $45,266,709.00.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY



INITIAL ACTION PLAN FOR

THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Supplemental Appropriations Act, 2011
(Public Law 112-55)
U.S. Department of Housing and Urban Development
Docket No. FR-5628-N-01
[Federal Register: April 16, 2012 (Volume 77, Number 73)]

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UNMET NEEDS

HOUSING IMPACT AND UNMET NEEDS

The majority of the property in Joplin that was affected by the May 20, 2011 tornado was residential property that contained a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 4,000 dwellings were destroyed with an additional 3,500 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. The immediate housing needs that were identified by the City and FEMA resulted in the placement of 586 Temporary Housing Units (THUs) throughout the community. It became clear very quickly that the regional housing market could not provide for the affected households. The temporary solution of FEMAs THUs was crucial in housing families after the storm; however, these are families that will need permanent housing solutions.

Shortly after the tornado, the City of Joplin commissioned a comprehensive Housing Study to assess the situation. The following are selected recommendations from that study that confirm the need for housing in Joplin:

Objective #3: Introduce alternative housing options into the market including condominiums and townhomes to target young professionals and empty nesters.

Analysis:

According to demographics provided by ESRI, the age cohorts that include ages 20 to 24 and 30 to 34 are the largest age cohorts in the Joplin area. Many of the people in these age cohorts are young professionals, and some of them are young professionals with children. This segment of the population is an important and growing segment, and housing options should be targeted to meet their growing needs. In addition, the City of Joplin Planning Department stated that it has received several inquiries regarding the availability of condominiums or townhomes in the area by persons looking for lower-maintenance housing options while still maintaining ownership.

Action:

- Promote the development of upscale townhomes and condominiums with ample amenities for young professionals and empty nesters that are seeking high quality housing without maintenance responsibilities.

-Construct condominiums in urban areas like the CBD and just outside of the CBD so that young professionals can take advantage of being close to transportation while having entertainment options.

Objective #5: Replace demolished/destroyed Section 8 housing in a timely manner.

Analysis:
The May 2011 tornado destroyed or heavily damaged all of the family Section 8 properties in Joplin as well as two senior Section 8 properties leaving just one Senior Section 8 property in service in Joplin. Oak Meadows, Cedar Hill Apartments, Magnolia Heights and Mercy Village at St. John's have stated that they will rebuild their properties. However, Hampshire Terrace and JMA II Apartments were completely demolished and plans to rebuild at this time are unknown. Springview Gardens has not yet reported what will happen in the future.

Action:

-For Section 8 properties that are unsure whether they will rebuild or not, provide incentives to encourage rebuilding.

-Encourage Section 8 properties to apply for LIHTC funds for rehabilitation.

-Expedite the rehabilitation of these properties to place these developments back in service as soon as possible.

Objective #6: Encourage the development of affordable housing including LIHTC properties.

Analysis:
Only two LIHTC developments were affected by the tornado, Redwood Gardens and Redwood Towers; however, Redwood Gardens sustained major damage and Redwood Towers was completely demolished. The destruction of these two developments as well as the low vacancy rates and lengthy waiting lists at existing LIHTC developments indicate the need for additional LIHTC properties. Further, the demographics of the census tracts were tornados completely destroyed the housing stock illustrate a high percentage of renters and a high percentage of low to moderate income households. In order to provide appropriate replacement housing for these households, LIHTC properties would meet these needs by offering affordable rental housing.

Action:

- Entice developers through low-interest loans to increase the amount of LIHTC properties.

-Increase awareness and knowledge of the LIHTC and other state and federally assisted housing programs.

- Construct LIHTC properties near where many of the low to moderate income households previously lived.

- Encourage the development of all unit types from one to four-bedroom units in both multifamily and single-family units to create housing for both persons that were previously

renters in traditional multifamily housing, as well as renters that were renting out larger single-family homes.

- Build approximately 560 new units of affordable housing including a combination of single-family rental homes and traditional multifamily apartments.

Objective #7: Educate low to moderate income households on how they can purchase homes and increase the supply of owner-occupied homes that are moderately priced.

Analysis:
Much of the single-family home housing stock that was destroyed by the tornado was older, lower priced homes. There is now a shortage of lower to moderately priced homes in the Joplin area and many of the available homes are new construction with high price tags. As a result, the city needs to encourage the construction of moderately priced homes so that the residents that are now housed in the FEMA trailers can afford to move back into single-family homes.

Action:

- Educate future and prior homebuyers on financing options, access to capital and how to improve their credit worthiness.-Inform future and prior homebuyers on how they can maximum their insurance claims and use this money to rebuild and/or purchase a new home.
- Reach out to local developers to encourage the construction of moderately priced homes to replace the destroyed housing stock.

Objective #8: Replace at least 3,100 housing units including 1,400 rental units and 1,700 owner-occupied units. For the rental units, approximately 560 units should be affordable.

Analysis:
In the May 2011 tornado, 602 housing units suffered partial or semi-major damage while 3,422 units were completely damaged or destroyed. In addition over 3,000 homes suffered some form of damage, thus a total of over 7,000 homes were damaged by the May 2011 tornado. Residents of some of these destroyed units were able to find replacement housing among Joplin's existing housing stock or repair their homes. In order to determine the number and type of units that need to be replaced, we utilize the 3,422 units that were completely damaged or destroyed as a starting point. First, we determine the number of rental units and the number of owner-occupied units that need to be replaced. Based upon the renter percentage in the most densely populated areas that were damaged by the tornado, as illustrated on page 57, we assume that approximately 45 percent of the units destroyed were rental units.

Number of units that were completely destroyed or damaged 3,422
*
Percentage of units that were rental units 45.0%
=Total Number of Replacement Rental Units Proposed 1,540

Number of units that were completely destroyed or damaged 3,422
*
Percentage of units that were owner-occupied units 55.0%
=Total Number of Replacement Owner-Occupied Units Proposed 1,882

We assume that residents in approximately ten percent of the 3,422 units found other replacement housing among Joplin's existing housing stock or chose to repair/rebuild their homes. As a result, we recommend the replacement of 1,400 rental units and 1,700 owner-occupied units for a total of 3,100 units. The 1,700 owner-occupied units should contain a small percentage of condominium units through newly developed mixed-use developments and mostly single-family homes. These homes need to be priced at a variety of price points including homes for low to moderate income households that are priced at $95,000 or less.

Given that approximately 40 percent of households overall (both renter and home-owner) whose homes were damaged by the tornado were low to moderate income households, it is expected that a slightly lower percentage of home-owners were low to moderate income since it is often difficult for low to moderate income families to come up with down payment money for a home. As such, around 30 to 35 percent of owners have low to moderate incomes, which results in the need for 525 to 550 affordable homes. If 525 to 550 homes are built and priced at $95,000 or below, there should be an adequate amount of affordable owner-occupied homes to replace the destroyed units.

For the 1,400 rental units, we recommend a combination of market rate single-family homes, market rate traditional multifamily developments and affordable developments. To determine the number of affordable units that should be built, we have relied upon the percentage of low to moderate income households in the most densely populated areas that were damaged by the tornado, illustrated on page 41, and we assume that approximately 40 percent of households would qualify to live in affordable rental housing.

Number of proposed replacement rental units 1,400
*
Percentage of households that are low to moderate income 40.0%
= Total Number of Replacement Affordable Rental Units Proposed 560

As the above table illustrates, approximately 560 out of the 1,400 rental units should be affordable units that target low to moderate income households. The remaining 840 unit should be traditional market rate units. Of the 560 affordable units, we recommend that approximately 70 percent of these units should be traditional multifamily housing and 30 percent should be single-family rental homes. For the 840 market rate units, we recommend that the majority of these units should be traditional multifamily housing since single-family homes are not typically built to be permanent rentals.

Action:

- Replace market rate multifamily apartments that were destroyed by building approximately 840 new market rate units, most of which are traditional multifamily apartments.

- Build approximately 1,700 new single-family homes in the areas that were heavily damaged by the tornado including single-family homes priced at $95,000 or below to attract low to moderate income households.
- Build approximately 560 new units of affordable housing including a combination of single-family rental homes and traditional multifamily apartments.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

An assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado was performed by the City's Public Works Department. The three main infrastructure elements that need additional assistance at this point are Sidewalks, Trails, and Trees.

The assessment for damaged sidewalks resulted in a conservative estimate need of $2,500,000. The City did receive $117, 897 from FEMA for Sidewalk repair; however, the budget for this item remains at $2,500,000 to include a small amount for contingencies.

An important goal that was a result of the CART process was to incorporate more trails for the purpose of alternative forms of transportation. The City will use the construction of sidewalks along with the construction of trails to provide a safe means of transportation. The aim of this project will be to ensure that people of all income levels have access to the resources of the community through linking the damaged neighborhoods to each other and to the commercial and cultural resources of the City. The initial estimates for restoring trails in Parr Hill and Campbell Parks as well as adding connections from these parks to other resources totaled approximately $2,200,000.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a hodgepodge variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Expected costs can be about $15/tree/month for a minimum of 5 months/year, or $150/tree. Such companies expect to be hired to plant the tree to ensure accordance with planting standards, about $100/tree. So each tree costs, with all tallied, about $350. The proposed CDBG funds would help the majority of purchase costs (not the maintenance) for the replacement of approximately 15,000 trees according to this estimate.

ECONOMIC IMPACT AND UNMET NEEDS

The path of the May 22, 2011 tornado also crossed a few of the commercial corridors in the City of Joplin which had a large effect on the local economy. There were 553 businesses destroyed or severely damaged, but approximately 85 percent, or 446 businesses, percent are back in operation. Thirty-nine businesses have indicated that they will not rebuild/reopen, and 21 new businesses have opened in the area.

Between 4,500 and 5,000 employees were affected by the tornado but over 90 percent of jobs have been regained, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have decided to rebuild. Overall, the local economy is fairly strong although smaller businesses are still struggling. The large number of volunteers, resources, and support has helped increase spending in the area and sales tax revenue is up 14 percent compared to a year ago. Future revenue will depend on how long the rebuilding will take and continued development of Joplin. Although the short-term sales tax revenue has prospered due to rebuilding activity, it will be important to introduce more diverse revenue sources back into the community that will ensure that revenues will remain after the rebuilding activities subside.

Certain areas, such as those along Range Line Road and near Mercy Hospital, have experienced more rapid development for retail and businesses whereas other areas, such as that along 20th Street, have been slower to rebuild. It will be important to try to provide resources to ensure that the rest of the economic recovery is attained. Because of the slow development of smaller business and all businesses along certain corridors, it seems evident that stimulus will be needed to help recover economically. This will help bring the employment level back to the pre-tornado levels as well as provide important resources for the residents.

ASSISTANCE EXPECTED/RECEIVED

The Federal Emergency Management Agency (FEMA) has been present in Joplin since the beginning of the rescue operations and continues into the recovery process. The Housing Assistance that FEMA has provided to residents of Joplin to this point has reached $7,995,703 for Rental Assistance, Home Repair, and/or Replacements funds. These funds have assisted 2,979 households.

FEMA Assistance (as of May 7, 2012):

Individuals and Businesses:

- Nearly **$21 million** in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA also is providing temporary housing units for individuals and families who have not yet been able to move into a more permanent housing option. These units are disbursed among 12 pre-existing commercial sites and three community sites that were built specifically to temporarily house tornado survivors. At the peak of this housing effort, 586 individuals and families were provided a temporary home among one of these sites.
- FEMA approved an Immediate Services Program grant for more than $1.5 million to the Missouri Department of Mental Health for crisis counseling services for survivors of the severe storms, flooding and tornadoes. Of that, more than $1.4 million was provided to Ozark Access Crisis Intervention (ACI) hotline for Jasper and Newton counties.
- The U.S. Small Business Administration (SBA) provides low-interest disaster loans to individuals and businesses of all sizes to help with eligible, disaster-related needs. To date, SBA has approved more than $40.8 million for 516 tornado-impacted individuals, businesses and non-profits.

- 416 low-interest disaster loans to homeowners for $26.7 million
- 96 low-interest disaster loans to businesses for $13.9 million
- 4 low-interest disaster loans to non-profits for $256,400

FEMA provides grants to local, state and federal governmental entities, Tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities. In Jasper and Newton counties, nearly **$150 million*** in federal money has been obligated on behalf of **25 applicants** such as local governments, school districts and critical facilities for **351 projects** to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.

** Funding subject to change based on eligibility review process and potential insurance proceeds.*

Insurance Statistics

Losses as of April 30, 2012:
Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration

Losses as of April 30th, 2012

Line of Business	Claims Received	Claims Expected	Losses Paid	Losses Incurred	Percent
Commercial Property	2,063	2,087	$850,049,017	$1,228,746,672	69%
Residential Property	8,564	8,736	$520,281,192	$552,073,887	94%
Commercial Auto	313	315	$4,412,659	$4,765,428	93%
Private Auto	6,806	6,949	$47,596,261	$51,153,034	93%
Other Commercial	300	304	$13,883,055	$19,301,460	72%
Total (Excluding County Mutuals)	**18,046**	**18,391**	**$1,436,222,184**	**$1,856,040,480**	**77%**
County Mutuals	1,477	1,516	$61,789,887	$67,876,781	91.0%
Total	**19,523**	**19,907**	**1,498,012,071**	**1,923,917,261**	**77.9%**

UNMET NEED SUMMARY

The initial single family housing need estimate of 1,700 units when compared to the approximate 700 single family units that have been permitted leaves an unmet need to assist the construction of approximately 1,000 single family homes. This will be addressed by the planned Direct Homeownership Assistance and Land Assemblage programs.

While the permit data indicated the majority of construction activity occurred with rehabilitation activities, there are still cases that are in process through non-profit agencies that approximate the need for a minimum of 100 houses with remaining need. The assessment for this need will be ongoing. This is addressed in The Single Family Rehabilitation activity.

The infrastructure activities revealed an unmet need that is estimated at $2,500,000 for sidewalks after reimbursement from FEMA. The need for additional trail access as a means of transportation for those residents living in the tornado-affected is estimated at this point to be

$2,000,000 to effectively connect this returning population with the unaffected portions of the City which will help provide resources for these residents.

Thirty-nine businesses have indicated that they will not rebuild/reopen, and 21 new businesses have opened in the area. This leaves a remaining need to replace the economic effects of 18 businesses. Although the exact number of jobs and tax revenue is not noted at this time, the effort to replace a portion of this will be made through the proposed SPARK plan.

II. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future damage due to tornadoes due to their lack of causation based on physical placement. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Joplin, however, does realize the need to use this opportunity provided by the May 22nd tornado to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public, working with other public entities, and has even begun the processes for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved.

During the Citizens Advisory Recovery Team process, a large outcome of these public participation forums was the desire for trails and green-spaces. These forums became a great tool to educate the public with the ideas that placement of green-spaces and potential trails were ideal for floodplain areas. The placement of floodplains in Joplin has been utilized to co-locate parks in the past and the idea of extending the system along these areas was heavily promoted both by the citizens and to the citizens during this process.

The other tangible example is the relocation of the Joplin High School and Franklin Technology Center. Although these educational institutions will occupy the same general location, property acquisition along the perimeter allowed for better site planning ensuring that the structures are not located in the floodplain that is located on the property. The previous high school placement was directly in the floodplain.

COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, this process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are either taken directly from the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended projects were the result of numerous Town Hall meetings, public-comment booths at community events, a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been and is continuously being implemented through many different avenues. One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a

Comprehensive Plan update shortly after the May 22nd tornado and used the CART process and a springboard to ensure that it's new comprehensive plan effectively used the opportunities presented by the tragedy as well as respecting the efforts of the citizens that were put forth in the CART plan.

City staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, a completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included more citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

LEVERAGING OF FUNDS

The City has hired Wallace Bajjali as a Master Developer to help coordinate the City's recovery. The City's CDBG-DR funds will be just one small funding stream that Wallace Bajjali will be incorporating into the recovery projects for the community. It is still the intention of the City of Joplin to procure a separate firm to administer and ensure compliance specifically for the CDBG-DR funds. The following table illustrates the potential for funds being leveraged in the proposed activities for this Action Plan.

Project	Total	CDBG
	$ in millions	
Joplin Redevelopment Corporation—Land Banking	30.00	8.00
Housing Reconstruction:		
Principal Reduction Program / Affordable Housing	40.00	4.50
Market-rate Single Family	162.50	8.13
Affordable Multi-Family	18.78	4.50
Market-rate Multi-Family	36.60	4.50
Neighborhood Revitalization—Walk/Bike Trails, etc.		8.00
SPARK—Performing / Visual Arts center, Depot renovation	68.00	5.39
Salvation Army Transitional-living Program	1.50	
Downtown education complex [current library site]	72.50	
Allocation for Administration		2.25
Totals	429.88	45.27

USE OF QUALITY CONSTRUCTION METHODS

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd Tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

ADEQUATE (& FLOOD RESISTANT) HOUSING FOR ALL INCOMES

A majority of the CDBG-DR funds in this Action Plan are proposed to promote housing to fulfill the need created by the May 22nd Tornado. All of these programs will follow environmental regulations and current city building codes in relation to issues of the flood plain. This Action Plan has dedicated funds to assist affordable housing units as well as market rate housing units. This assistance will also be distributed to home ownership units as well as rental units. These activities will promote affordable housing dispersed throughout the community which will include areas that are low poverty and non-minority areas. Some of the proposed Multi-family activities will also allow for and promote the development of mixed-income developments.

With the investment in affordable rental units, the aim is to provide assistance to those at the lowest end of the income scale to provide housing opportunity. For those individuals that do not have income sources that allow them to find housing and are homeless, the City of Joplin has and will continue to participate in the local Continuum of Care process. The City of Joplin provides annual funds to allow the management of a Homeless Management Information System (HMIS). This system will help indicate if more resources are needed for the homeless population in the community.

The City of Joplin has made attempts through a local Housing Task Force as well as the CART's Housing and Neighborhood Sector to constantly evaluate the housing needs of the community. This includes the Special Needs population that can require more resources and attention when recovering from a disaster. These committees have included local agencies and will continue to gain input from agencies such as The Independent Living Center and Community Support Services.

PLANS TO MINIMIZE DISPLACEMENT

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

III. PROGRAMATIC PROCEDURES

HOW WILL PROGRAM INCOME BE USED

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is expected from the Land Assemblage activity. The Program Income generated from this activity will be used to create a Revolving Loan Fund to contribute to a variety of projects that would need additional land purchasing.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received.

FEMA, SBA, and other federal agencies will be asked to provide verification of benefits supplied to all applicants that are involved in the programs funded by CDBG-DR funds.

Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin Staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

Internal Audit Function w/ responsible Audit staff

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

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

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.
2. The on-site monitoring visit is conducted, and consists of the following:
   a. Conference
   b. Documentation, data gathering and analysis

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

STEPS TO PREVENT FRAUD

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $500,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non-compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The vast majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants will be encouraged to use funds to attend trainings that will increase the efficiency with which projects are completed.

Private funds will be provided as they become available through the Master Developer partnership to help further the capacity of administering organizations. The Master Developer team will also be encouraged by the City of Joplin to collaborate and assist programs administration to ensure that the recovery effort is a coordinated effort.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

SUBSTANTIAL AMMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would either:
    a) Increase/Decrease funding by $100,000 for a single activity; or
    b) Increase/Decrease the physical size of a project by 10% or greater.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and receive comments for 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor amendments, the City of Joplin will simply notify the Kansas City Field Office and finalized minor amendments will be posted on the City's website.

CONNECTION BETWEEN UNMET NEEDS AND ALLOCATION

The three categories of Housing, Infrastructure, and Economic Need were individually discussed at the beginning of this document. The City evaluated the needs in these three categories and determined the greatest amount of need to be in Housing followed by Infrastructure then Economic Need. The City does strongly believe, however, that if the recovery of one of these sectors occurred in an isolated way, the community would not have a healthy recovery.

The current proposed budget includes an emphasis on housing activities as that is the largest unmet need at the time of this initial plan. The numbers of single and multi-family units needed were closely considered when making the allocation to these activities.

The City's Public Works Department has created an update as of July 1, 2012 as to the unmet need for infrastructure repairs as a result of the tornado. The amount allocated to these activities will ensure that the residents have a quality level of service when they return to the damaged area.

The City, through the Joplin Area Chamber of Commerce, has closely monitored the economic recovery of the community. The small amount of funds allocated to these types of activity do not reflect the overall unmet need, but rather reflect the stronger need for housing recovery. The need to ensure that adequate and appropriate employment is available to residents will continue to be evaluated for future amendments to this plan.

PROGRAM DESCRIPTIONS

SIDEWALK CONSTRUCTION AND RECONSTRUCTION

How the Assessment informed allocation

An existing conditions report was completed by the City of Joplin's Engineering Department to assess the infrastructure that has been damaged as a result of the May 22, 2011 tornado. These items have been prioritized based on importance and cost. The amount of FEMA funds designated to repairing infrastructure was compared to the comprehensive needs established in this survey. The shortfall that was a result of that comparison informed the allocation for the need for sidewalk

CDBG Eligibility and National Objective

This Activity is eligible under 03L, Sidewalk Improvements, and will utilize the National Objectives of both Low-Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous sidewalk infrastructure can cause and/or the Slum and Blight Area national objective.

Long-term Recovery from Specific Disaster

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. This project will look at both reconstructing sidewalks in neighborhoods that had them prior to the storm as well as adding them in neighborhoods that did not originally have them. This additional need was brought about in the CART process as residents have requested the ability to have sidewalks available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Criteria used to select applications

Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

TRAIL CONSTRUCTION/RECONSTRUCTION

How the Assessment informed allocation

In another attempt to create suitable and attractive neighborhoods for residents to return, the community through the CART process has asked for an expansion of the current trail opportunities throughout the community and especially throughout the tornado damaged area. The need that surfaced was that there should be a connection of the existing trails along Campbell Parkway southwest through the damaged area to connect ultimately to the trails system near Wildcat Glades Nature Center.

CDBG Eligibility and National Objective

This Activity is eligible under 03, Other Public Facilities and Improvements, and will utilize the National Objective of Urgent Need. Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous pedestrian infrastructure can cause. If necessary, the National Objective of Slum and Blight Area may also be used if the City decides

to declare the area one of Slum and Blight. Both of these objectives will result in contributing to the recovery of housing through improving the neighborhoods in which people will return.

Long-term Recovery from Specific Disaster
The allocation to this activity will not fund all of the combined on and off-road trail necessities to make this happen, but will make an important stride in providing the alternative transportation method for residents. This is especially necessary for the City's recovery as it will provide a transportation alternative to low-income residents and other residents that need affordable transportation for work and services.

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. Similar to the Sidewalk demand, the need for trails was brought about in the CART process as residents have requested the ability to have trails available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Criteria used to select applications
Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

TREE PLANTING

How the Assessment informed allocation
After the tornado, the damage to the built environment was evident and publicized. The community quickly realized that it also lost a large part of its natural environment in the urbanized setting, its trees. The City has been provided a Community Forestry Recovery Coordinator by the Missouri Department of Conservation. The following assessment was completed by that individual.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a hodgepodge variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Cost of an initial this tree planting can be regulated by the size of the initial planting, the size of the new saplings, and the availability of the species listed in the plantings. According to our present ordinance, we can plant 1 shade tree on each side of the street/block due to the need to leave the sight triangle of each intersection free from obstruction. If we make changes to the code and allow tree planting to start at 40 ft. from the corner, as many cities do, we can plant 8 shade trees each side/block, amounting to $6,400 initially effectively making it a tree-lined cityscape. This is a simple example, a fleshed out plan will show some variety, perhaps suggested by present utilities.

This projection assumes concordance with changes that can allow us to follow the CART recommendation that we develop sustainability of the urban forest and address the loss of trees after the tornado event of 2011. 7,144 trees have been donated and planted in City parks and neighborhoods to date and an additional 2,414 this spring. Our projected outcome is to replace

approximately 15,000 trees lost to the storm. We can expect about 1,523 more donated trees; therefore, we project planting 6,333 ROW trees. These numbers do not include trees that people go out and buy themselves.

Expected cost of a wholesale tree	$ 82
Cost of planting a tree	$116
Cost of 2 year establishment	$124
Establishing each tree	$322
Establishing 6,333 ROW trees	$2,039,226

CDBG Eligibility and National Objective

This Activity is eligible under 03N, Tree Planting, and will utilize the National Objective of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety citing the numerous benefits to public health that will be gained through this activity. The City may also choose to use the Slum and Blight national objective, if the tornado area is designated a Slum and Blight area.

Long-term Recovery from Specific Disaster

This program will greatly improve the recovery of neighborhoods throughout the City through providing a healthier living environment for residents. Similar to the Sidewalk demand, the need for trees was brought about in the CART process as residents have requested the ability to recover the natural environment that infiltrated the urban landscape prior to the tornado.

Criteria used to select applications

Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

SINGLE-FAMILY DIRECT HOMEOWNERSHIP ASSISTANCE

How the Assessment informed allocation

The City of Joplin has commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. This project specifically aims to provide direct home-ownership assistance to approximately 1,300 households.

CDBG Eligibility and National Objective

This Activity is eligible under 13, Direct Homeownership Assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster

The objective of this project is to provide attractive housing with a monthly payment that is affordable for low and middle income families, either for those displaced from the area or new

residents bringing a new vitality and population diversity to the neighborhood. The residential rebuilding program will represent a "showcase" project for recovering from the devastating tornado of May 22, 2011.

This project will be used in conjunction with the Land Assemblage activity to ensure that the bottom-line mortgage of households is brought to an affordable level. As a major part of the overall rebuilding effort, the City of Joplin, and Wallace Bajjali as the Master Redeveloper, will bring to bear a variety of financing sources for this project and for overall neighborhood redevelopment [see below], including takeout financing commitments from lenders active in the local market and down payment assistance for moderate-income buyers. All of these, taken together, will enhance the marketability of the project and support the goal of creating a high-quality, affordable neighborhood. The down payment assistance will be the portion funded by this CDBG grant. The following is an example of what the structure of financing may look like:

Example for the home buyer at an average construction price of $100,000

1) Equity Capital/Down Payment from Buyer:	$	5,000
2) Forgivable Debt to Equity Capital (MHTC):	$	10,000
3) Community Development Block Grant Money:	$	11,250
4) TSA Gran Funding:	$	8,750
5) Conventional Senior debt with takeout:	$	65,000
	$	100,000

Criteria used to select applications

Applications will be accepted from individuals for this program based on their ability to qualify for the necessary financing. Application to administer this program will not be accepted at this time. The City will properly procure any services that may be needed to help administer the program.

MIXED INCOME MULTI-FAMIY RESIDENTIAL

How the Assessment informed allocation

The Housing Study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. The need for rental resources was apparent through the Census data that was analyzed in the housing study. The City also realizes that there is a high potential for previous homeowners that were either under-insured or uninsured will be faced with the need to convert to becoming renters.

CDBG Eligibility and National Objective

This Activity is eligible under 13, Direct Homeownership Assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster

This project specifically aims to provide housing opportunities that integrate households of various income levels into multi-family developments. This funding is specifically proposed to fund infrastructure costs associated with and estimated total of 500 units. Of these 500 units, at

least 255 units will be rented to households that meet the criteria for a low-moderate income household. Providing these rental resources will allow a subset of the population that may not have the resources to achieve home-ownership, even with the proposed Direct Homeownership Assistance program, the ability to return to Joplin and specifically to the tornado affected area. The rental market in Joplin has been a large part of the housing sector and to have a healthy recovery, it will be essential to include assistance for this type of development.

Criteria used to select applications
Application to administer this program will not be accepted at this time. The City will properly procure any services that may be needed to help administer the program.

SINGLE-FAMILY REHABILITATION

How the Assessment informed allocation
The City of Joplin has commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The study along with constant monitoring of building activity through building permits has allowed the City to observe that a large portion of needed rehabilitation has been occurring. The City believes that, based on permit information, there is still a need to support ongoing Single Family rehabilitation. This project specifically has potential to provide assistance to 100 homes at an average rehabilitation of $25,000.

CDBG Eligibility and National Objective
This Activity is eligible under 13, Direct Homeownership Assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the creation of more habitable residential properties to meet the housing needs that have been discussed previously in this document.

Criteria used to select applications
The City will release the means for individual home-owners to apply for this assistance at a later time. A managing organization has not been identified for this activity at this point and proper procurement procedures will be followed in the selection of a management organization.

LAND ACQUISITION/ASSEMBLAGE

How the Assessment informed allocation
Land assemblage will help further the redevelopment goals for both residential and commercial projects. The need to redevelop the vacant properties is apparent from the fact that 3,500 residential properties will need to be completely redeveloped due to the tornado.

Threshold factors and grant size limits
The estimated cost for lost is $15,000 which is based on market data that averages residential and commercial properties for a total of 2,000 lots to acquire.

CDBG Eligibility and National Objective
The eligibility of this activity is under 01, Acquisition of Real Property, and the primary national objective for this project will be Urgent Need. This will serve the purpose of securing lots that could otherwise become vacant and endanger the public and will also help provide incentive to address the urgent needs of residential redevelopment to serve the citizens of Joplin.

How will programs help long-term recovery from specific disaster
The Joplin Redevelopment Corporation (a Missouri 353 Corporation) will be used to acquire various parcels of land in the EDR. Properties acquired by the Joplin Redevelopment Corporation would then be sold to prospective homeowners to rebuild in the community. All net proceeds resulting from the sale of land will be used to create a Revolving Loan Fund for the purchasing of additional land within the city limits for the same purpose.

By serving as a ready cash buyer, the Land Bank can acquire larger blocs of land at attractive prices, which can then be resold to returning or relocating homeowners or businesses at prices enabling them to rebuild cost-effectively. With a larger inventory of land and a support team of service providers (such as homeowner financial assistance programs, appraisers, title companies and mortgage lenders), the process of buying land from the Land Bank can be expedited, allowing the rebuilding process to proceed more quickly and efficiently. This supports the city's goal to "build back better", fosters the sense of community which has developed after the disaster, and increases the chances for local business to locate successfully in the neighborhood.

Criteria used to select applications
The City will release the means for individual home-owners to apply for this assistance at a later time. A managing organization has not been identified for this activity at this point and proper procurement procedures will be followed in the selection of a management organization.

SPARK – PERFORMING AND VISUAL ARTS CENTER

How the Assessment informed allocation
The need that is addressed by this project is the need for economic recovery in the community. Through job creation and the introduction of increased economic activity in a Slum and Blight Area, the choice to include the SPARK plan was informed by the need to fill the need to recover those businesses that have decided to not return to Joplin.

CDBG Eligibility and National Objective
The eligibility of this project is under 03, Other Public Facilities/Improvements, and the primary national objective for this project will be the elimination of a Slum and Blight Area.

Long-term recovery from specific disaster
This activity will include the rehabilitation of the Historic Joplin Union Depot and converting it into a performing and visual arts center. This new center will be a driving force in the community to attract economic activity through tourism. Employment will also be a benefit gained from adding this resource to the downtown area. Plans for the Union Depot have continuously arisen in recent years and interest was once again renewed as the CART looked at ways to accelerate the Economic Recovery of the community through enhanced community facilities.

Criteria used to select applications

Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

V. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Initial Budget

Infrastructure Activities	
Sidewalk Reconstruction/Construction	$ 2,500,000.00
Trail Construction	$ 2,000,000.00
Tree Planting	$ 2,000,000.00
Sub Total	**$ 6,500,000.00**
Economic Development	
SPARK – Performing Arts/Depot Renovation	$ 5,390,000.00
Sub Total	**$ 5,390,000.00**
Housing Activities	
Single Family Homeownership Direct Assistance	$12,750,000.00
(Safe Rooms Included in New Construction Activities)	
Mixed-Income Multi-family Residential	$ 9,000,000.00
Single Family Rehabilitation	$ 1,500,000.00
Land Acquisition/Assemblage	$ 8,000,000.00
Sub Total	**$ 31,250,000.00**
Program Administration Activities	
City of Joplin Administrative Costs	$ 452,667.09
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 1,674,041.91
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $2,263,335.45)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 2,126,709.00**
TOTAL CDBG-DR AWARD	**$ 45,266,709.00**

RESOLUTION NO. 2012-021

A RESOLUTION authorizing the filing of an Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, there were thousands of households affected by the tornado; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

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

Section 1. That the City of Joplin file an Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program in the amount of $45,266,709.00 with the U.S. Department of Housing and Urban Development.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th Day of July, 2012.

_____

Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: July 16, 2012
ITEM: Resolution No. 2012-022 authorizing and directing good faith negotiations to commence with Wallace Bajjali in order to negotiate a final Development Agreement.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Resolution No. 2012-022

DEPARTMENT HEAD:	Brian W. Head	Date: 7-11-2012
PLANNING & C.D. MGR:	Troy Bolander T.B.	Date: 7-11-2012
FINANCE DEPARTMENT:	Leslie Jones	Date: 7-11-12
PUBLIC WORKS DEPT:	David Hertzberg DWH	Date: 7/11/12
CITY MANAGER:	R. Mark Rohr	Date: 7-11-12

INTRODUCTION:

This Resolution authorizes and directs the City Attorney, City Manager, and Joplin Redevelopment Corporation Board of Directors, to enter into good faith negotiations with Wallace Bajjali to negotiate a final Development Agreement for the provision of the Services for the Joplin Redevelopment Corporation and the City.

DISCUSSION:

The attached Resolution gives permission for Wallace Bajjali and the Joplin Redevelopment Corporation (JRC) to begin negotiations for the creation of a Development Agreement. The Development Agreement will outline the responsibilities, services and working relationship between Wallace Bajjali and the JRC. After the completion of negotiations, a final Development Agreement will be submitted to Council for review and approval.

RECOMMENDATION:

Staff recommends approval of this Resolution and give permission to the City Attorney, City Manager and JRC Board of Directors to enter into good faith negotiations with Wallace Bajjali for the creation of a Development Agreement.

TB
attachment

RESOLUTION NO. 2012-022

A RESOLUTION authorizing and directing the City Attorney, City Manager, and Joplin Redevelopment Corporation Board of Directors, to enter into good faith negotiations with Wallace Bajjali to negotiate a final Development Agreement for the provision of the Services for the Joplin Redevelopment Corporation and the City, and to bring back such negotiated.

WHEREAS, the Council of the City of Joplin, Missouri, "City" heard a presentation on July 9, 2012, by Wallace Bajjali Development Partners "WB"; and,

WHEREAS, Wallace Bajjali and the City have executed the Predevelopment Agreement dated July 2, 2012; and,

WHEREAS, it is contemplated that the Predevelopment Agreement shall, from time to time be supplemented by negotiation and execution of specific Development Agreements for each specific project; and,

WHEREAS, Wallace Bajjali and the City contemplate that Wallace Bajjali will be providing certain professional services to the Joplin Redevelopment Corporation "JRC" pursuant to the terms of a mutually agreed upon Development Agreement; and,

WHEREAS, the City Council would like the City and the JRC to enter into a Development Agreement with Wallace Bajjali to perform the Services on behalf of the JRC; and,

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

Section 1. That the City Council authorizes and directs the City Attorney, City Manager, and JRC Board of Directors, to enter into good faith negotiations with Wallace Bajjali to negotiate a final Development Agreement for the provision of the Services for the JRC and the City, and to bring back such negotiated Development Agreement for review and vote of the City Council.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

REQUESTED COUNCIL MEETING DATE: July 16, 2012

ITEM: Council Bill No. 2012-010 amending Section 58-1, Bonfires and outdoor rubbish fires., of the Joplin City Code, regulating open burning on properties of various sizes.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2012-010

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 7-10-12
FIRE CHIEF:	Mitch Randles	**DATE:** 7-10-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 7-11-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 7-10-12

INTRODUCTION:

This Council Bill amends Section 58-1, Bonfires and outdoor rubbish fires., to regulate open burning on properties of various sizes in the City of Joplin.

DISCUSSION:

When the City adopted the 2006 International Building and Fire codes, it was modified to include the current language relating to outdoor burning. Over the last two (2) years, we have found that this Code change was very restrictive and does not take into account those residents who have large lots or multi-acre residential property. Additionally, since the 2011 tornado, the Code restriction for no land clearing burning has also been found very restrictive in allowing the City and residents a way to safely and quickly dispose of vegetative waste left over from the storm or from new development.

The Code revision being proposed will allow those residents with property of ¾ acre or more to have a larger fire to dispose of vegetative waste which is generated on site. This larger size fire is needed so that residents are able to dispose of their vegetative waste in a timely manner. The revision will also allow for land clear burns for new developments or to dispose of storm debris which we have experienced several times over the last several years. The revision does require safety precautions and an air curtain destructor to be in place prior to permitting the land burning. This will minimize the safety risks and environmental impact within the burn area.

RECOMMENDATION:

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

MR/BWH:ab
attachment

COUNCIL BILL NO. 2012-010 ORDINANCE NO.

AN ORDINANCE amending Section 58-1, Bonfires and outdoor rubbish fires., of the Joplin City Code, regulating open burning on properties of various sizes; and, containing an emergency clause.

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

Section 1. That Section 58-1. Bonfires and outdoor rubbish., be and hereby is amended to read as follows:

"Sec. 58-1. Bonfires and outdoor rubbish fires.

No person shall light, kindle or maintain any residential vegetative waste fire or a recreational bonfire, or authorize any open burning, without a permit from the fire chief or his designee.

1. Such permitted fires shall be limited to piles in size as follows:
   a. On any residential lot less than ¾ acre in size, the size of any pile shall be less than three feet in diameter by two feet high
   b. On any lot of ¾ acre or more in size but less than five (5) acres, the size of any piles shall be less than twelve (12) feet in diameter by six (6) feet high and must have clearance of at least two-hundred (200) feet from any structure.
2. Burning relating to land clearing may be allowed at the discretion of the Fire Chief or his designee only upon the following conditions:
   a. Any person wishing to conduct a burn related to land clearing must submit a detailed plan for the burn site with 24 hour contact information for the supervisor of the burn site.
   b. Such a person must also obtain a permit from the Missouri Department of Natural Resources prior to receiving any permit from the City of Joplin.
   c. Such a person must obtain an operation permit from the City of Joplin for each three (3) days which the burn will be operating. The permit fee shall be fifty dollars ($50.00) per each three (3) day period.
   d. Only burns using air curtain destructors shall be allowed.
   e. Such a person must insure that the burn is supervised by at least one (1) person continuously when the burn is active.
   f. Such person must insure that a method of completely extinguishing the burn is present on-site at all times the burn is active.

g. No such permit shall issue unless proper clearance is present. For purposes of this ordinance proper clearance shall be at least three hundred (300) yards from any structure or paved roadway.

3. Burning of vegetative waste material or rubbish for disposal or warming during construction, demolition of buildings or structures is strictly prohibited. Exceptions will be made for contained outdoor cooking fires, barbeque or smoking fires within approved grills, smokers, spits, fire pans, chimineas or outdoor fireplaces.
4. The fee for a burn permit is set out in section 58-68 of this code.

Section 2. That this Ordinance, dealing generally with the preservation of public health, safety, and welfare, is an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2012

Item: COUNCIL BILL NO. 2012-140
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2012- 140
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Tim Nyander TN	Date: 6-29-12
Department Head: David Hertzberg DRH	Date: 7/9/12
Finance Department: Leslie Jones	Date: 7-10-12
City Attorney: Brian Head	Date: 7-11-12
City Manager: R. Mark Rohr	Date: 7-9-12

Recommended Action: Approval of Contract with Big Johns to remove the structures and any remaining debris including foundation and footings located at 1404 E. NORTH ST.

Summary: The above listed address was "tagged" as a dangerous building on May 24, 2012. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). June 22, 2012 an advertisement for bids began in the Joplin Globe with bids being received on June 27, 2012. At that time bids were received as follows:

B & D Yard builders	$ 3900.00
Big John's	**$ 2500.00**
Lynn Rowe	$ 2550.00

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

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

COUNCIL BILL NO. 2012 – 140 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1404 E. North St. in the City of Joplin, Missouri, for the amount of Two Thousand Five Hundred and 00/100 Dollars ($ 2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Big Johns in the amount of Two Thousand Five Hundred and 00/100 Dollars ($ 2,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1404 E. North St..

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1404 E. North St. and legally described as:

EAST JOPLIN 1ST E ½ W ½ LOT 6 BLK 42 TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____
Melodee Colbert Kean - Mayor

ATTEST:

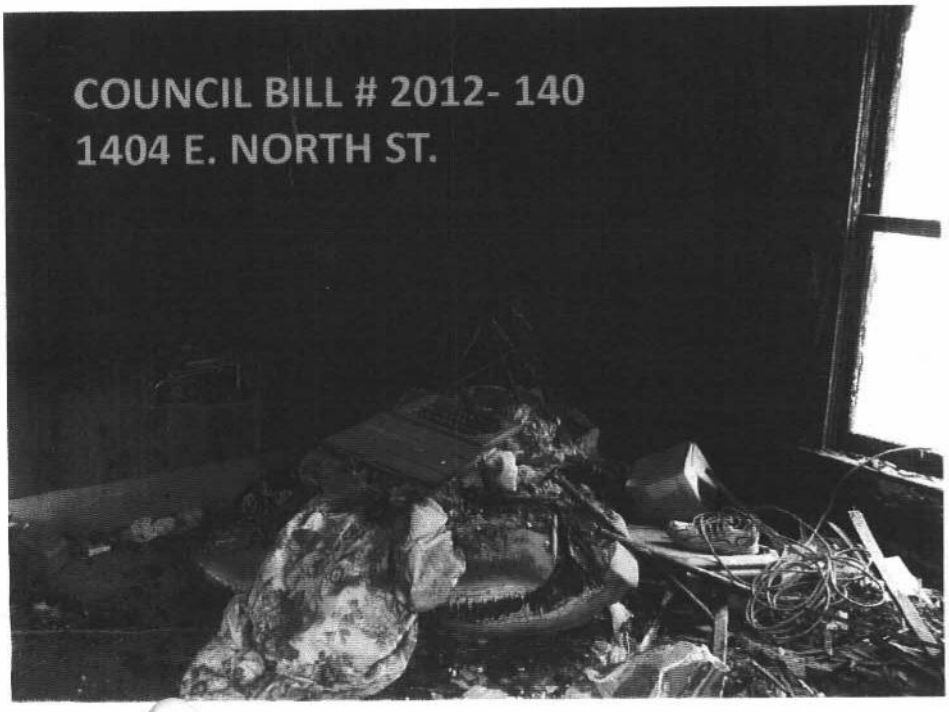
_____
Barbara Hogelin – City Clerk

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





COUNCIL BILL # 2012- 140
1404 E. NORTH ST.





CITY OF JOPLIN MISSOURI

BID TABULATION:

BID #: ____ DESCRIPTION: 1404 EAST NORTH STREET DEPARTMENT: BUILDING REGULATIONS

BID OPENING DEADLINE: 06/27/12 OPENED: 10:00 A.M. 06/27/12

OPENED BY: JEFF OLIVER WITNESSED BY: MARCI STOEBEL APPROVED BY: _____

VENDOR NAME:	DATE RECEIVED:	CONTACT NAME:	PHONE #	AMOUNT OF BID:
LYNN ROWE	06/27/12	LYNN ROWE	417-439-5991	$ 2550.00
B&D YARD BUILDERS	06/27/12	DENNIS NEELY	417-437-7506	$ 3900.00
BIG JOHN'S	06/27/12	SID DAVIS	417-437-0285	$ 2500.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2012
Council Bill No. 2012-141

Item: Joplin Creek Public Sewer, Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement
3) Council Bill No. 2012-141

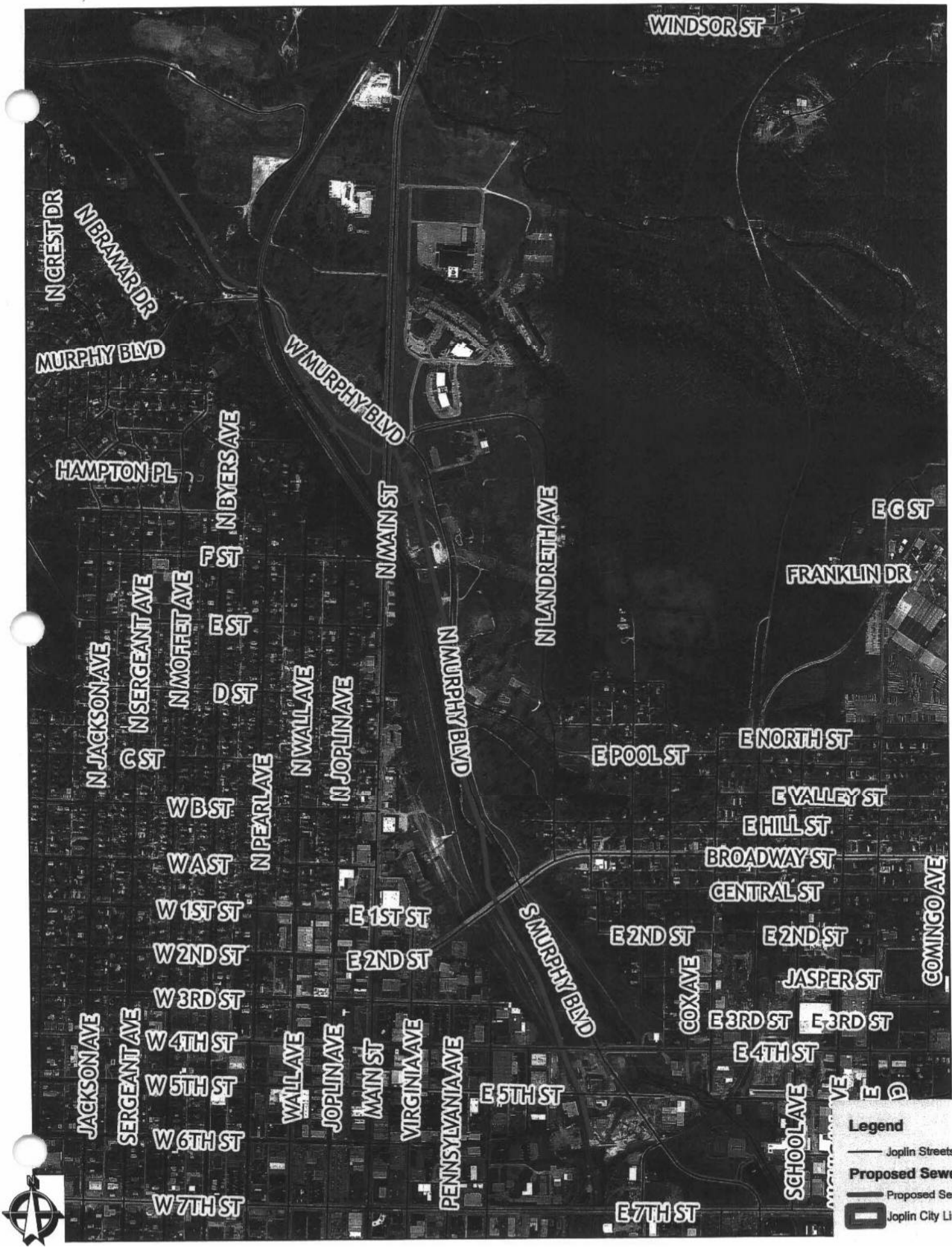
Engineering: Jack Schaller	Date: 7-10-12
Department Head: David Hertzberg	Date: 7/10/12
Finance Department: Leslie Jones	Date: 7-10-12
City Attorney: Brian Head	Date: 7-10-12
City Manager: Mark Rohr	Date: 7-10-12

Recommended Action: Approval of an amended Consultant Agreement with Allgeier, Martin & Associates, Inc. which brings the not to exceed the amount to $175,000.00 which is increased by $119,000 from the original of $56,000 for the professional engineering services for all phases of the Joplin Creek Public Sewer Project.

Background: In March of 2011 an agreement for consulting services with Allgeier, Martin & Associates was approved. At the time the design agreement was for a feasibility study to determine if a proposed project could be accomplished and meet the City's goals of increasing system performance and reducing sewer backups. The original agreement also included design of a first phase with the final goal of adding a new sanitary sewer interceptor line in parallel with the Joplin Creek Public sewer. Due to the availability of CDBG funding the first phase project budget has been increased adding $585,000. The total project has an estimated budget of $2,032,900 to construct approximately 9000 feet of large diameter sewer line. With the increase in budget Staff has asked the consultant to prepare an amendment to the original agreement to complete the design of the entire project. The project will be bid out and built in phases with the first phase of construction at an estimated $1 Million and the second phase estimated at $857,900.

Discussion: City staff followed the quality based selection procedure in choosing Allgeier, Martin & Associates, Inc. for this project. Attached is the consultant agreement amendment. Design, Surveying, Field Research, Bidding and Construction Services are included. The design fee is within industry standards for a project of this nature. The original consulting agreement was passed on March 21, 2011 in the amount of $56,000.00.

Recommendation: It is recommended that an award of the Consultant Agreement with Allgeier, Martin & Associates, Inc. which brings the not to exceed the amount to $175,000.00 which is increased by $119,000 from the original of $56,000 for the design of the Joplin Creek Public Sewer.


WINDSOR ST
N CREST DR
N BRAMAR DR
MURPHY BLVD
W MURPHY BLVD
HAMPTON PL
N BYERS AVE
F ST
N MAIN ST
N LANDRETH AVE
E G ST
FRANKLIN DR
N JACKSON AVE
N SERGEANT AVE
N MOFFET AVE
E ST
D ST
N MURPHY BLVD
N WALL AVE
N JOPLIN AVE
C ST
N PEARL AVE
E POOL ST
E NORTH ST
E VALLEY ST
W B ST
E HILL ST
BROADWAY ST
W A ST
CENTRAL ST
COMINGO AVE
W 1ST ST
E 1ST ST
S MURPHY BLVD
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E 2ND ST
JASPER ST
W 3RD ST
COX AVE
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JACKSON AVE
W 4TH ST
E 4TH ST
SERGEANT AVE
WALL AVE
JOPLIN AVE
MAIN ST
VIRGINIA AVE
W 5TH ST
E 5TH ST
W 6TH ST
PENNSYLVANIA AVE
SCHOOL AVE
W 7TH ST
E 7TH ST
Legend
Joplin Streets
Proposed Sewer
Proposed Sewe
Joplin City Limit

AMENDMENT NO. 1 TO
AGREEMENT BETWEEN THE CITY OF
JOPLIN, MISSOURI
AND ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

It is hereby mutually agreed by the parties hereto that the Agreement between the City of Joplin, Missouri (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER), executed on March 30, 2011 for wastewater system improvements is hereby amended as follows:

OWNER and ENGINEER, in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 – DESIGN PHASE

The Design phase scope of services has been increased to hereby incorporate the following items into this Agreement:

1.1 Paragraph 1.3.3.6 shall be added to the Basic Services section of the Agreement for preparation of plans and specifications for the replacement/rehabilitation of approximately 5,900 LF of the existing interceptor sanitary sewer main from just West of Main Street, south along Murphy Boulevard to 5th Street and approximately 1,000 LF of the existing interceptor sewer from the junction box just north of the Murphy Boulevard/Joplin Creek Crossing to the junction box at the connection point of the Crossroads parallel interceptor sewer line.

SECTION 2 – PAYMENTS TO ENGINEER

2.1 The maximum payment fee established in 5.1.1 of the Agreement for Basic Services shall be increased by $119,000 from $56,000 to $175,000.

2.2 To accommodate the increased fee outlined in section 2.1, the maximum cumulative ceiling in section 5.2.1 of the Agreement for Payment of Design phase services shall be increased by $107,000 from $44,000 to $151,000.

2.3 To accommodate the increased fee outlined in section 2.1, the maximum ceiling in section 5.2.2 of the Agreement for Payment of Bidding and Construction Phase Engineering services shall be increased by $12,000 from $12,000 to $24,000.

SECTION 3 – SPECIAL PROVISIONS AND EXHIBITS

3.1 No paragraphs or exhibits of the Agreement, other than those described above, are added or amended by this Amendment, nor are any other terms of the Agreement altered by

is Amendment. Any further amendment, supplementation, modification, or cancellation of the Agreement may only be effected by a duly executed written instrument.

3.2 This Amendment (consisting of 2 pages), together with the exhibits identified above and with the original Agreement, constitute the entire understanding between OWNER and ENGINEER and supersede all prior written or oral understandings.

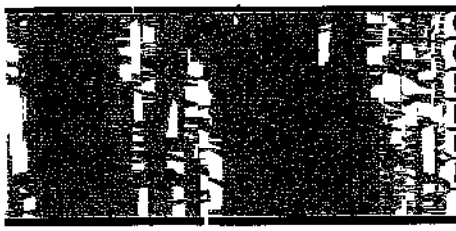
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of _____ _____, 2012.

OWNER:	ENGINEER:
The City of Joplin, Missouri	Allgeier, Martin and Associates, Inc.
By_____	By_____
(Authorized Signature)	(Authorized Signature)
_____	Chris Erisman, P.E.
(Printed Name)	(Printed Name)
_____	Vice President
(Title)	(Title)

CITY OF JOPLIN, MISSOURI
REPLACEMENT OF EXISTING JOPLIN CREEK LINE

COST ESTIMATE
Phase II - 2012 Project

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
Replacement of Existing Line from 5th Street to just West of Main Street					
1	5,900	LF	36" PVC North of Murphy to Existing Junction Box	$ 120.00	$ 708,000
2	17	EA	72" Dia. Manhole	$ 4,500.00	$ 76,500
3	10	VF	Extra Depth Manhole Section	$ 500.00	$ 5,000
4	2	EA	Connection To Existing Manhole	$ 6,500.00	$ 13,000
5	1	EA	Replacement of Existing Plugged Manholes	$ 10,500.00	$ 10,500
6	5,820	LF	Type A Surface Restoration	$ 3.00	$ 17,460
7	80	LF	Pavement Replacement	$ 100.00	$ 8,000
8	150	LF	Gravity Highway Bore	$ 1,250.00	$ 187,500
Replacement of Exising Line from Juction box north of Murphy and Joplin Creek to Crossroads Parallel Sewer Junction Box					
9	980	EA	36" PVC North of Murphy to Existing Junction Box	$ 120.00	$ 117,600
10	3	EA	72" Dia. Manhole	$ 4,500.00	$ 13,500
11	10	VF	Extra Depth Manhole Section	$ 500.00	$ 5,000
12	1	EA	New Box Structure at Crossroads Interceptor	$ 24,000.00	$ 24,000
13	980	LF	Type A Surface Restoration	$ 3.00	$ 2,940
					$ -
			Construction Subtotal		$1,169,000
			Contingencies (10%)		$ 118,900
			Basic Engineering Design		$ -
			Engineering Bidding and Construction		$ -
			Easements		$ -
			Resident Project Representative		$ -
			Total		**$1,307,900**



/NCIL BILL NO. 2012-141 ORDINANCE NO.

AN ORDINANCE authorizing the execution of an Amended Agreement by and between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the design, bidding and limited construction phases of the Joplin Creek Public Sewer Project, not to exceed One Thousand Nineteen and No/100 Dollars ($119,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Amended Agreement between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the design, bidding and limited construction phases of the Joplin Creek Public Sewer Project, not to exceed One Thousand Nineteen and No/100 Dollars ($119,000.00).

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

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

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

_____, 2012 by a _____ vote.

ATTEST: Melodee Colbert Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

City Attorney

I hereby certify that a sufficient amount is available in the said Sewer Rehabilitation Projects Fund No. 415-4542-540-8675 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: July 16, 2012
Council Bill No. 2012-142
Item: Purchase of Real Property 24th and Meadow Storm Water Improvements
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2012-142

Department Head: David Hertzberg DKH Date: 7/9/12
Engineering Department: Jack Schaller DJS Date: 7-9-12
Finance Department: Leslie Jones LJ Date: 7-10-12
City Attorney: Brian Head Date: 7-11-12
City Manager: Mark Rohr MR Date: 7-9-12

Recommended Action: Purchase of Storm Water Easement from property at 3406 W. 23rd Street from Tony C. Taylor, for storm water improvements.

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

In order to complete the project, a permanent storm water easement is needed from the property at 3406 W. 23rd Street.

Discussion: Staff has reached an agreement with Tony C. Taylor for Eight Hundred Dollars, ($800.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $800 for the purchase of the storm water easement at 3406 W. 23rd Street.

CB2012-142



1 inch = 50 f[illegible]

COUNCIL BILL NO. 2012-142 ORDINANCE NO.

AN ORDINANCE approving the purchase of a permanent storm water easement from 3406 W 23rd Street, consisting of all of Part of Lots Numbered Sixty-two (62) and Sixty-three (63) 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 Eight Hundred and 00/100 dollars (800.00) and containing an emergency clause.

WHEREAS, Tony C. Taylor is the legal owner of property at 3406 W. 23rd Street, consisting of all of Part of Lots Numbered One Hundred Sixty-two (162) and One Hundred Sixty-three (163) in D.O.Witmer's Subdivision, a subdivision in the Village of Iron Gates, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof and;

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

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

AN IRREGULAR SHAPED STORMWATER EASEMENT BEING A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1628, PAGE 954 AND SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, NORTH 01°57'45" EAST, 1330.57 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 88°02'15" EAST, 345.85 FEET TO THE POINT OF BEGINNING SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY OF HIGHLAND AVENUE; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 72°43'15" EAST, 69.93 FEET; THENCE SOUTH 01°59'01" WEST, 28.23 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 63 OF D.O. WITMER'S SUBDIVISION OF HIGHLAND PARK AS RECORDED IN PLAT BOOK 3, PAGE 218; THENCE ALONG SAID SOUTH LINE, NORTH 87°48'34" WEST, 67.45 FEET TO A POINT LYING ON THE AFORESAID EAST RIGHT-OF-WAY OF HIGHLAND AVENUE; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT-OF-WAY, NORTH 01°58'42" EAST, 46.44 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 2,518 SQUARE FEET OR 0.058 ACRES, MORE OR LESS.

AN IRREGULAR SHAPED STORMWATER EASEMENT BEING A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2047, PAGE 2293 AND SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, NORTH 01°57'45" EAST, 1312.10 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 88°02'15" EAST, 413.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72°43'15" EAST, 69.94 FEET TO A POINT LYING ON THE EAST LINE OF LOT 63 OF D.O. WITMER'S SUBDIVISION OF HIGHLAND PARK AS RECORDED IN PLAT BOOK 3, PAGE 218; THENCE ALONG SAID EAST LINE, SOUTH 01°59'12" WEST, 10.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 63; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID LOT 63, NORTH 87°48'34" WEST, 67.46 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°59'01" EAST, 28.23 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 1,291 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

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

Section 1. That the City of Joplin approve the purchase of real property at 3406 W. 23rd Street, consisting of:

Section 2. That the City of Joplin authorize placing $800, in escrow for the purchase of a permanent storm water easement at 3406 W. 23rd Street. Payment will be made from account #130-4555-530-8665 Project TS0442.

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

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

COUNCIL BILL NO. 2012-142 ORDINANCE NO.

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

_____, 2012 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2012

Item: COUNCIL BILL NO. 2012-143
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date: 7-9-12
Department Head:	David Hertzberg DKH	Date: 7/9/12
Finance Department:	Leslie Jones	Date: 7-10-12
City Attorney:	Brian Head	Date: 7-11-12
City Manager:	Mark Rohr	Date: 7-12

Recommended Action: Approval of MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services by the City of Joplin.

Summary: Since February 2005 the Joplin Regional Airport has had a Cost Share Agreement with the DOT/FAA for Air Traffic Control (ATC) services at the Joplin Regional Airport through the FAA's Contract Tower Cost Share Program. This program contracts with the FAA and a private contractor to provide the ATC services at Level I VFR towers. If not for this program smaller facilities would have to pay for the services themselves or not provide the service at all. ATC services are vital in insuring the safety of our commercial, corporate, and general aviation traffic.

Our current DOT/FAA agreement reflects a B/C ratio of .92 which calculates our local share monthly cost at $ 2,257.44/month. Missouri State legislation makes Joplin eligible for a 50/50 local match funding for ATC services through the State Aviation Program. With this additional funding our local cost will be $ 1,128.72/ month.

The agreement before you is a continuation of our existing MoDOT Grant to cover the State's 50% share of the City's local match share of ATC cost at the airport. This agreement is retroactive back to June 1, 2010 thru May 31, 2012 and we will be reimbursed for those cost.

Staff recommends approval of the MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement.

CCO Form: AC21A
Approved: 1/99 (RMH)
Revised: 03/10 (AML)
Modified:

Sponsor City of Joplin
Project No. AIR 126-90A

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIR TRAFFIC CONTROL TOWER
OPERATING ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Sponsor for the operation of the Air Traffic Control Tower (hereinafter, "Tower") at the Joplin Regional Airport (hereinafter, "Airport") pursuant to section 305.230 RSMo, and to set forth the conditions upon which the assistance will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth below, the parties agree as follows:

(1) SCOPE OF WORK: The Sponsor agrees to operate the Tower in accordance with all rules and regulations of the Federal Aviation Administration and with all applicable Federal and State requirements.

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to Twenty-four Thousand Dollars ($24,000.00); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Cities for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses to operate the Tower during the period of June 1, 2010 to May 31, 2012. The release of all funding under this Agreement is subject to the Commission's review and approval of all project expenses to ensure that they are qualifying expenses under this program. The grant funds in this paragraph not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(3) AMOUNT OF MATCHING FUNDS: The Sponsor shall furnish Twenty-four Thousand Dollars ($24,000.00) in local matching funds. The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds to complete the project.

(4) PERFORMANCE OF AGREEMENT: The Sponsor shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the activities in accordance with the provisions of the Agreement.

(5) COMMISSION'S RIGHT TO INSPECT DOCUMENTS AND AUDIT RECORDS:

(A) The Sponsor shall submit to the Commission such data, reports, documents, and other information relating to the operation of the Tower as the Commission may require at any time.

(B) The Sponsor must maintain all records relating to this Agreement, including, but not limited to, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees and representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(6) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Sponsor shall submit to the Commission for review, comment, and approval all contracts for services included in the Scope of Work Statement to be provided to the Sponsor by a third party.

(B) The Commission shall not be liable to the contractors or subcontractor of the Sponsor or any other person not a party to this Agreement in connection with the performance of this project without specific written consent of the Commission.

(7) PAYMENTS:

(A) Timing of Payments: The Commission's payments to the Sponsor will be made on a quarterly basis. The Commission will provide a reimbursement form to be completed by the Sponsor when requesting funds.

(B) Limitations on Commission Contribution: Funds made available to the Commission and the Sponsor are subject to appropriations made by the General Assembly.

(8) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the financial assistance herein provided if the Sponsor is, or has been, in violation of any of the terms of this Agreement.

(9) COMMISSION'S REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by

written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of the Agreement.

(10) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingency upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in the Agreement, whether by modification or supplementation, must be accomplished by a supplemental agreement signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(18) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____

COUNCIL BILL NO. 2012-143 ORDINANCE NO.

AN ORDINANCE approving an Air Traffic Control Tower Operating Assistance Grant Agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for the Joplin Regional Airport, and authorizing the Director of Public Works to execute said agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That an Air Traffic Control Tower Operating Assistance Grant Agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage 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: July 16, 2012
Council Bill No. 2012-144

Item: Turkey Creek WWTP and Lone Elm Sewer Improvements , Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Time Schedule and Estimate of Engineering Costs
3) Council Bill No. 2012-144

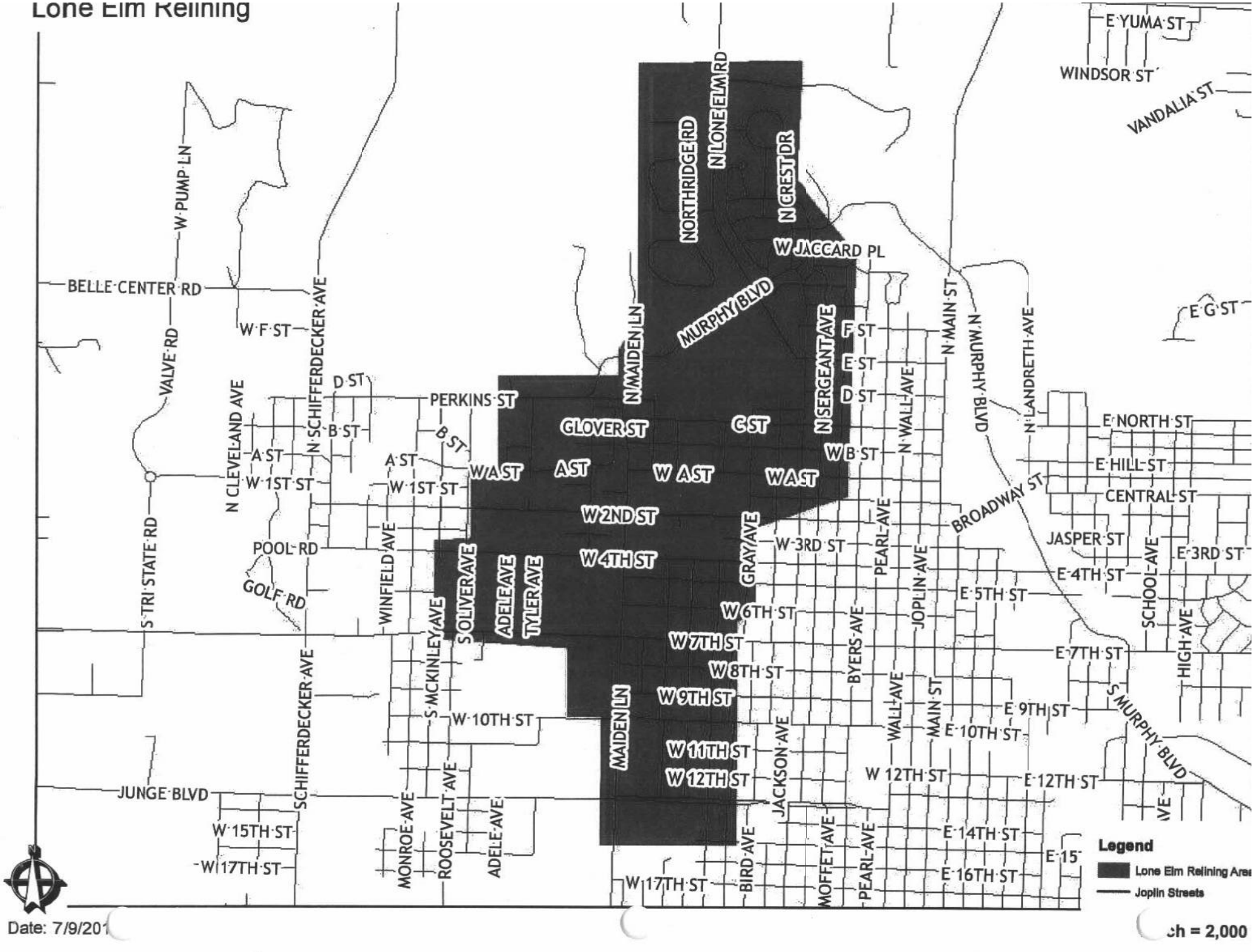
Department Head: David Hertzberg OKH Date: 7/9/12
Engineering Department: Jack Schaller JS Date: 7-9-12
Finance Department: Leslie Jones LJ Date: 7-10-12
City Attorney: Brian Head BH Date: 7-11-12
City Manager: Mark Rohr MR Date: 7-10-12

Recommended Action: Approval of Consultant Agreement with Allgeier, Martin & Associates, Inc. not to exceed the amount of $568,000 for design, professional engineering consultation and advice for a project that includes improvements to the Turkey Creek WWTP and the sanitary sewers in the Lone Elm drainage basin.

Background: City staff evaluated a grant program created by MDNR using the State Revolving Fund. The *Our Missouri Waters Initiative* is an effort to move Missouri towards watershed-based management and the Spring River Basin is one of the pilot watersheds. City Staff completed an application for grant funding and has been placed on the SRF intended use plan. The City will receive a $3 Million Grant and will match the grant with $3 Million from the original WWTP improvement budget. The project City staff identified is a combination of WWTP upgrades and a rehabilitation program for the gravity sewers in the Lone Elm basin. The WWTP work includes tertiary filters, digester cover repairs, and standby power generators. The gravity sewer improvements include some replacement, relining, service lateral lining, clean & TV, smoke testing, and preparation of complete rehab plan.

Discussion: City staff has reviewed the fees based on project costs of $4,066,000 for WWTP and $1,366,000 for gravity sewers. The staff recommends Allgeier, Martin & Associates to provide these design services. Attached is the consultant agreement with the design schedule, which provides for design, professional engineering consultation and advice through the construction phase of this project.

Recommendation: It is recommended that an award of the Consultant Agreement with Allgeier, Martin & Associates, Inc. not to exceed the amount of $568,000.00 for design, professional engineering consultation and advice for the Joplin Southern Sewer Upgrade.


Lone Elm Relining
E YUMA ST
WINDSOR ST
VANDALIA ST
NORTHRIDGE RD
N LONE ELM RD
N CREST DR
W JACCARD PL
MURPHY BLVD
N MAIDEN LN
N SERGEANT AVE
N MAIN ST
N MURPHY BLVD
N LANDRETH AVE
E G ST
F ST
E ST
D ST
N WALL AVE
E NORTH ST
E HILL ST
CENTRAL ST
BROADWAY ST
JASPER ST
E 3RD ST
E 4TH ST
E 5TH ST
E 7TH ST
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S MURPHY BLVD
PEARL AVE
JOPLIN AVE
BYERS AVE
JACKSON AVE
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BELLE CENTER RD
W F ST
VALVE RD
N SCHIFFERDECKER AVE
N CLEVELAND AVE
PERKINS ST
B ST
A ST
S TRI STATE RD
POOL RD
GOLF RD
WINFIELD AVE
S OLIVER AVE
ADELE AVE
TYLER AVE
S MCKINLEY AVE
SCHIFFERDECKER AVE
JUNGE BLVD
MONROE AVE
ROOSEVELT AVE
ADELE AVE
Legend
Lone Elm Relining Area
Joplin Streets
Date: 7/9/201
ch = 2,000

AGREEMENT
BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ALLGEIER, MARTIN and ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2012 between the City of Joplin, Missouri (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to design and construct improvements to its Wastewater Collection and Treatment System (hereinafter called the Project) using funding assistance from the Missouri Department of Natural Resources through the State Revolving Fund (SRF) program.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1 ENGINEER shall perform professional design and construction phase services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 In general, the Project includes improvements to the City's Shoal Creek WWTP, including digester cover repairs and the installation of standby power generators and tertiary filtration equipment. The Project also includes improvements to the sewer system in the Lone Elm drainage basin, including interceptor sewer replacement and collector sewer rehabilitation as delineated in the preliminary engineering report submitted to MDNR in April, 2012.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase.

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the Project facilities.

1.2.2 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with regulatory agencies and OWNER.

1.2.3 Based on the information contained in the preliminary design documents, submit to the

OWNER an opinion of probable project costs.

1.2.4 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.5 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.6 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.7 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.8 Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.9 Submit four copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.10 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for involvement in the State Revolving Fund (SRF) program.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of the State Revolving Fund Program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Attend pre-construction conference.

1.4.3 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.4.4 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.5 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.4.6 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.5.

1.4.8 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.9 Assist OWNER with preparation and submittal of SRF funding reimbursement requests.

1.4.10 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.5 Resident Project Representation.

1.5.1 The ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes,

addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

Limitations of Authority. Resident project representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.6 Operation and Maintenance Manual

1.6.1 Relying upon information provided by the contractors and suppliers of materials and equipment and upon the known characteristics of the project facilities and intended plan of operation, and relying on the ENGINEER'S inspections, the ENGINEER will provide for incorporation into the OWNER'S O&M Manual individual sections to be used in guiding the OWNER'S staff in its daily operation and maintenance of the facilities being constructed as a part of this Agreement.

1.6.2 Provide OWNER with four bound copies of the individual sections of the O&M manual for those facilities covered by this Agreement.

1.7 Operator Training: It will be the responsibility of the ENGINEER to provide the following operator training as it relates to the facilities being constructed as a part of this Agreement.

1.7.1 Provide training of plant staff in the theory of operation and control of each unit process.

1.7.2 Provide training of plant staff regarding safe methods of operation and maintenance of equipment.

1.7.3 Provide expert continuing operational assistance in the adjustment and optimization of each unit process and related equipment functions.

1.7.4 Provide continued operator training, including the preparation of curricula and the dissemination of training material to operators.

1.7.5 Revise the operation and maintenance manual as necessary to reflect actual operating experience

l optimization procedure.

1.7.6 Analyze data and advise OWNER whether the facilities are capable of meeting design performance criteria.

1.8 Follow-Up Engineering Services

ENGINEER shall:

1.8.1 Evaluate operation, maintenance, and administrative activities and provide assistance in those areas as needed to ensure proper performance by the plant staff.

1.8.2 Analyze data and advise OWNER whether the facilities are capable of meeting design performance criteria.

1.8.3 Assist in the development of a corrective action report if the system is unable to meet design performance criteria.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting form significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGIENER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Negotiating for and obtaining land or easement rights and recording of said documents.

2.1.16 Geotechnical investigations to determine depth to rock and soils analysis.

2.1.17 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards

which OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and

uous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase, and shall submit final design and contract documents and a revised opinion of probable Project cost within 150 calendar days. The ENGINEER shall proceed with the performance of the services called for in Section 1, as follows:

4.2.1 Assuming that the Notice to Proceed will be issued by June 15, 2012, the topographic surveys (1.2.1), preparation of preliminary design documents (1.2.2), and delivery of the opinion of probable project costs (1.2.3) shall be completed by July 15, 2012.

4.2.2 Initiate design of improvements and review the 25 percent design documents with the OWNER by August 15, 2012.

4.2.3 Review the 50 percent design documents with the OWNER by September 15, 2012.

4.2.4 Review the 75 percent design documents with the OWNER by October 15, 2012.

4.2.5 Complete design of the proposed improvements, including plans, specifications, bid and contract documents, and other related documents; review with OWNER; and submit to regulatory agencies by November 15, 2012.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase.

4.4 All engineering services provided under Sections 1.4, 1.5, 1.6, and 1.7 of this Agreement shall be completed within 24 months after receipt by the ENGINEER of written authorization to proceed.

4.5 All engineering services provided under Section 1.8 of this Agreement shall be completed within 12 months after final acceptance of the construction work by the OWNER, ENGINEER, and regulatory agencies.

4.6 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.7 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.8 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

TION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Design Phase Services. OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit A, with a guaranteed not-to-exceed fee of $250,000.

5.1.1.2 For Bidding Phase and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit A, with a maximum fee of $150,000.

5.1.1.3 For Resident Services During Construction. OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit A with a maximum fee of $150,000 for part-time services. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 For O&M Manual. For ENGINEER's services described in Section 1.6 of this agreement, the maximum payment shall be $8,000.

5.1.1.5 For Operator Training. For ENGINEER's services described in Section 1.7 of this Agreement, the maximum payment shall be $6,000.

5.1.1.6 For Follow-Up Services. For ENGINEER's services described in Section 1.8 of this Agreement, the maximum payment shall be $4,000.

5.1.2 Additional Services. OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

5.2.1 For Design Phase Services ENGINEER shall submit statements for basic and additional services rendered upon submission or completion of deliverable items set forth in Section 1.2 of this Agreement. The amount of ENGINEER's professional fee billed will be based on the actual time and expenses incurred by ENGINEER's personnel in performance of the work set forth in this Agreement at

the time of billing, with the cumulative amount billed at the time of delivery limited to the following not-to-exceed amounts:

Deliverable Item	Cumulative Ceiling
Design Surveying, Preliminary Design and Preliminary Cost Estimating	$50,000
Engineering Design, 25% Complete	$100,000
Engineering Design, 50% Complete	$150,000
Engineering Design, 75% Complete	$200,000
Engineering Design	$250,000

5.2.2 For Bidding and Construction Phase Services ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses.

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probably cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination.

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents.

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Controlling Law. This agreement is to be governed by the laws of the State of Missouri.

7.4 Successors and Assigns.

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

7.6 Project Team

Dean A. Willis, P.E., shall be the Principal in Charge and Chris Erisman, P.E., and John Briggs P.E., shall be the Project Managers, unless the ENGINEER requests and receives the OWNER's approval to appoint

other personnel to these positions.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1 The attached Exhibit A – Rate Schedule, consisting of one page is attached to and made a part of this agreement.

8.2 This agreement (consisting of pages 1 to 16, inclusive), together with the exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF JOPLIN, MISSOURI

_____
(Authorized Signature)

_____
(Printed Name)

_____
(Title)

ATTEST:

_____
(Authorized Signature)

APPROVED AS TO FORM:

_____
City Attorney

ENGINEER:
ALLGEIER, MARTIN and ASSOCIATES, INC.

Dean A. Willis
(Authorized Signature)

Dean A. Willis, P.E.

President

EXHIBIT A
ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE

LABOR RATES

Position	Hourly Billing Rate 01/01/2012 thru 12/31/2012	01/01/2013 thru 12/31/2013	01/01/2014 thru 12/31/2014
Principal/Engineer IV	$165	$170	$175
Principal/Engineer III	$150	$155	$160
Project Manager/Engineer II	$130	$135	$140
Project Manager/Engineer I	$115	$120	$125
Designer/Technician III	$90	$93	$96
Designer/Technician II	$78	$81	$84
Designer/Technician I	$72	$75	$78
Two-Man GPS Survey Crew	$155	$160	$165
One-Man GPS Survey Crew	$115	$120	$125
Three-Man Survey Crew	$170	$175	$180
Two-Man Survey Crew	$130	$135	$140
Registered Land Surveyor II	$140	$145	$150
Registered Land Surveyor I	$120	$125	$130
Survey Party Chief	$72	$75	$78
Survey Crew Member	$59	$61	$63
Right of Way Specialist	$94	$97	$100
Construction Inspector III	$90	$93	$96
Construction Inspector II	$78	$81	$84
Construction Inspector I	$72	$75	$78
Secretary/Word Processor	$59	$61	$63
Print Specialist	$59	$61	$63

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%

COUNCIL BILL NO. 2012-144 ORDINANCE NO.

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the Turkey Creek WWTP and Lone Elm Sewer Improvements Project, not to exceed Five Hundred Sixty Eight Thousand and No/100 Dollars ($568,000.00) and authorizing the Director of Public 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 Amended Agreement between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the Turkey Creek WWTP and Lone Elm Sewer Improvements Project, not to exceed Five Hundred Sixty Eight Thousand and No/100 Dollars ($568,000.00).

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

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

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

_____, 2012 by a _____ vote.

ATTEST: Melodee Colbert Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

City Attorney

I hereby certify that a sufficient amount is available in the said Facility Improvements and Sewer Rehabilitation Projects Fund No. 415-4541-540-8015 and 415-4542-540-8675 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: JULY 16, 2012

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: COOPERATIVE AGREEMENT, EXHIBIT "A"

Finance Director: Leslie Jones	**Date:** 7-9-12
City Attorney: Brian Head	**Date:** 7-9-12
City Manager: Mark Rohr	**Date:** 7-9-12

INTRODUCTION:
This Council Bill approves an Agreement with Newton County to collect real property taxes on behalf of the City.

DISCUSSION:
Prior to the tornado, a meeting was held with the Newton County Collector to explore the possibility of contracting with him to collect the Newton County portion of the property taxes on behalf of the City, the same as the current arrangement with Jasper County. Newton County now collects property taxes for other political subdivisions.

Currently, the City pays for the statements, which costs approximately $350. Newton County prints the City of Joplin portion of the property tax on a separate property tax bill. The City then mails out the bill and collects the payments directly. There are approximately 2,600 bills for Joplin residents in the Newton County portion of the community. The postage to mail all bills once is approximately $1,200, as well as additional postage costs to collect past due bills. Also, the collection of these bills takes approximately 25% of a Senior Accounting Clerk's time. With the City taking over the wastewater and trash collections, this time can be used in a much more effective and efficient manner.

Jasper County already collects the real property taxes for the City for a 4% fee of the total collections. This allows the total property tax bill to be on one statement, which increases collections, as well as being more convenient for citizens. However, if a person resides in the Newton County portion of Joplin they receive two real property tax bills, which can be confusing and sometimes results in the City's bill being overlooked.

The Newton County Collector has agreed to do the billing for Joplin at the same 4% fee of the total collections, pending approval from the Newton County Commission. The billing process would work just the same as it does with Jasper County. There would be a one-time programming cost of $3,000 to be paid by the City.

The approval of this agreement will save money, time and be more convenient for our citizens.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

L **BILL NO. 2012-509** **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and Newton County, Missouri to provide for the collection of City of Joplin real property taxes through the County real estate property tax bills; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin desires to contract with the Newton County Collector to collect the real property taxes on behalf of the City.

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

Section 1. That the Agreement by and between the City of Joplin and Newton County, Missouri to collect City of Joplin real property taxes through the County real estate property tax bills, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

ED AS TO FORM:

_____

Brian W. Head, City Attorney

EXHIBIT "A"

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the City of Joplin, Missouri, a municipal corporation, and hereinafter "City", and Jim Otey, duly elected County Collector of Newton County, Missouri, and hereinafter "Collector", and the Newton County Commission of Newton County, Missouri, hereinafter "County Commission", of the following terms and conditions.

WHEREAS, it is desired and intended by this Cooperative Agreement that the parties set forth hereinafter shall enter into an agreement as permitted by Sections 70.220 to 70.320 inclusive, and Sections 140.670 to 140.750 inclusive, of the Revised Statutes of Missouri, for the cooperative efforts to collect the taxes of the City of Joplin, Missouri on property located within the boundaries of said city, which is located in Newton County, Missouri.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The County Commission covenants and agrees:
    a. That it will maintain and permit the use of its computer terminal facilities and its office and staff facilities in the development, mailing, and collection of city tax assessments and notices to all applicable residents of the City of Joplin, Missouri.
    b. That it will cooperate with the County Collector and with the officials of the City of Joplin, Missouri to act toward the effectuation and execution of this agreement.

2. The City covenants and agrees:
    a. To be responsible for the computer programming, the assessment input as provided by the Assessor. The cost of the computer programming to be paid to Ulrich Software.
    b. To compensate the Newton County Collector for the services provided by him at the rate of four percent (4%) of the total amount of the taxes collected by the Collector for the City, together with the penalty charge as prescribed by law, on amounts collected from taxpayers on delinquent taxes.

3. The Collector covenants and agrees:
    a. To his best professional efforts to effectuate the collection of the City taxes, as set forth herein, by all lawful and proper means.
    b. To maintain reasonable and appropriate accounting and depository records and to pay the taxes collected by him in accordance with this agreement to the City of Joplin, Missouri.
    c. That the Collector agrees to pay the taxes collected by him for the previous month not later than the fifteenth day of the following month.

d. That he will collect and forward to the City, on a monthly account basis, all taxes collected by the County on behalf of the City, together with the appropriate bookkeeping information and date which is reasonable and required by law, by the City for its tax records.
e. That the 4% collector commission be paid to the Newton County Treasurer, with billing to be made by the Collector.
f. It is also agreed, that the entire 4% of the commission fee be paid to the County Treasurer, to be placed in the General Revenue Fund.
g. That the County Collector will not receive any additional compensation in the form of salary, for this service to the City.
h. That the Collector will pay Newton County the amount of the interest and penalty collected on late taxes collected by the Office. The amount of interest earned by the deposited funds will be distributed to the City of Joplin, Missouri.

4. It is contemplated by this agreement and understood by the parties that the City tax shall be added to and included on the County tax statements as an additional political subdivision and additional statements, envelopes, postage or other supplies will not be required.

5. It is further contemplated by this agreement and understood by the parties as follows:
   a. That as provided by Section 140.60 RSMo., the power to collect the real property taxes for the City is hereby granted to the Collector.
   b. That as provided by Section 140.690 RSMo., real property is in all cases liable for all taxes due the City and a lien is created for all these taxes, and the interest and costs provided by law, the same as for State and County taxes, which lien shall be enforced as in Chapter 140 RSMo. is provided.

6. That the term of this contract will begin November, 2012 upon approval from the City and the Newton County Commission.

7. That the contract shall continue in force from year to year unless the City or the Collector give the other party written notice to terminate, by certified mail, not later than March 1. Any request for amendments to or modification of this contract by the City or Collector shall be submitted in the manner and by the date specified for termination notices.

8. All accounting and reconciliation will be made as the date of termination. Any change in laws and regulations which substantially change or affects the responsibilities or performance of the parties hereto shall make this agreement voidable, at the option of the party or parties so affected.

9. Upon the termination of this contract without further renewal, the Collector shall make available to the City any such existing records under his control as may be necessary for the City to undertake the collection of taxes assessed on City property in the City of Joplin, Missouri in the year after termination.

Attest:

CITY OF JOPLIN, MISSOURI

_____

By_____

Barbara L. Hogelin, City Clerk

Melodee Colbert-Kean, Mayor

Approved as to Form:

By_____

Leslie Jones, Finance Director

_____

Brian W. Head, City Attorney

By_____

R. Mark Rohr, City Manager

Attest:

By_____

Newton County Collector

_____

By_____

Newton County Clerk

Newton County Presiding Commissioner

By_____

_____

Newton County Commissioner

Newton County Counselor

By_____

Newton County Commissioner