INFORMAL AGENDA

December 17, 2012

5:15 p.m.

1. Decision on Paperless Agendas
2. Economic Development update on Blue Buffalo, Jasper Products, & Allgeier Martin & Associates
3. Any other business

COUNCIL AGENDA

December 17, 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 (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

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

2. **Roll Call**

3. **Presentations**
   1. Proclamation for AmeriCorps St. Louis Appreciation Day

   2. Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report presented by Chairman Doug Doll.

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**

8. **Consent Agenda**
   1. Minutes of the December 3, 2012 Council Meeting

   2. COUNCIL BILL NO. 2012-323-AN ORDINANCE Request to Review the Final Plat for DARRELL L. ROGERS 2008 TRUST ADDITION located in the 3300 Block of South Range Line Road in the City of Joplin, Newton County, Missouri. Stays on Consent Agenda

9. **Resolutions**

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.

10. Ordinances – Emergency

1.COUNCIL BILL NO. 2012-021 - AN ORDINANCE accepting the conveyance of certain land from the Village of Silver Creek, Missouri; and containing an emergency clause.

2.COUNCIL BILL NO. 2012-022 - AN ORDINANCE to accept all the assets and all the liabilities from the Village of Silver Creek, Missouri; and containing an emergency clause.

3.COUNCIL BILL NO. 2012-023 - AN ORDINANCE to accept and take ownership of certain Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 of the Village of Silver Creek, Missouri; and containing an emergency clause.

4. COUNCIL BILL NO. 2012-178- AN ORDINANCE approving the purchase of right of way from property at 2108 Harlem Avenue, consisting of part of Lot Numbered Three Hundred Sixty-six (366) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand Five Hundred and 00/100 dollars ($3,500.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2012-181- AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing an emergency clause.

6. COUNCIL BILL NO. 2012-182- AN ORDINANCE authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 3977 E. 27th Street and owned by Jasper Products, LLC and, containing an emergency clause.

7. COUNCIL BILL NO. 2012-183-AN ORDINANCE approving the contract with McClanahan Construction.LLC in the amount of Sixteen Million Nine Hundred Forty Three Thousand Five Hundred and no/100 Dollars ($16,943,500.00) for the Shoal Creek Wastewater Treatment Expansion providing how the cost shall be made and levied; and containing an emergency clause.

8. COUNCIL BILL NO.2012-629-AN ORDINANCE approving a grant to the City budget for the capitol purchase of a DWI vehicle by and between the City of Joplin, Missouri and the Missouri Highways and Transportation Commission (MHTC), with the provision of procuring the vehicle and equipment in a one-time amount of Thirty Thousand Dollars ($30,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance No. 2012-186 on October 15, 2012; and containing an emergency clause

9. COUNCIL BILL NO. 2012-630 - AN ORDINANCE approving the FBO Facility Lease Agreement by and between the City of Joplin and RLS RENTAL COMPANY, INC., d/b/a MIZZOU AVIATION at the Joplin Regional Airport; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Discussion of previously passed Ordinance No. 2012-219.

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

Notice posted at 4:30 p.m. on this the 13th day of December, 2012. (RSMo 610.020)

INFORMAL NOTES

December 3, 2012

Summary of 2012 Mother Road Marathon	Patrick Tuttle, CVB Director, briefed Council on the recent Mother Road Marathon, highlighting the 772 runners we had this year and felt overall it was a great event. 27 states were represented. He stated the community relationship is strong from city-to-city throughout the marathon course. He added the work of the volunteers was extremely important before and during the race to help make it successful. He said runners participated in a post event survey and were asked questions about the event ranging from rating the event to how much they spent in the city. He recommended the city hire a race director that can answer questions from a runner in the last 60 days, help alleviate workload and can help promote the race. Council did consider hiring a race director also work for corporate sponsorships and they did ask the CVB Director to work with the Parks and Recreation Board and the JSA Board for assistance.
Board and Commissions Appointments	Dean Dankelson was appointed to the Joplin Sports Authority; Steve Fuller was appointed to the Solid Waste Commission and Lane Clevenger was appointed to the Tax Increment Finance Commission.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES December 3, 2012

CALL TO ORDER

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

ROLL CALL – All were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Mr. Glaze

PRESENTATIONS - Motion by Mr. Woolston, Second by Mr. Shaw, to Move Resolution No. 2012-030 up on the Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Mayor Colbert-Kean presented a Resolution to Tim Nyander for his 28 years of service to the City of Joplin. Tim thanked the City and the Council and was impressed for the job well done.

Motion by Mr. Golden, Second by Woolston, to Approve Resolution No. 2012-030. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was Approved as being: RESOLUTION NO. 2012-030

A RESOLUTION recognizing Tim Nyander upon his retirement from active service as a Public Works Operations Manager within the City of Joplin Public Works Department.

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

Jered Horn, 1001 NW Murphy Blvd, Joplin, requested to address Council concerning the meeting, storage and display space for the Civil Air Patrol currently at the Joplin Regional Airport Old Terminal Building. Civil Air Patrol was notified that they had to vacate the building they are currently seeking a new long term location. – Jered Horn, 1001 NW Murphy Blvd addressed council with concerns about the Old Terminal space for the Civil Air Patrol.

Ernie Trumbly, 1202 Southview Dr. Joplin, requests to address Council concerning the Civil Air Patrol – Aerospace Learning Center. Ernie Trumbly, 1202 Southview Dr. addressed Council with concerns about the Civil Air Patrol space at the Old Terminal building. He said he was the squadron's aerospace education officer

that teaches and promotes aerospace to cadets and senior members. He also gives tours of the historical memorabilia on display to school groups and home schools groups as well.

City Manager Mark Rohr said he had not seen the requests to address Council until the Agenda was out. There were four additional requests from Civil Air Patrol to address Council but because the City Manager said the city would look into the situation and report back to them Mr. Horn said they would waive their additional requests to address Council.

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

Minutes of the November 19, 2012 Council Meeting

COUNCIL BILL NO. 2012-323-AN ORDINANCE Request to Review the Final Plat for DARRELL L. ROGERS 2008 TRUST ADDITION located in the 3300 Block of South Range Line Road in the City of Joplin, Newton County, Missouri. Council Bill No. 2012-323 Stays on Consent Agenda.

COUNCIL BILL NO. 2012-523-AN ORDINANCE amending Section 30-121, License classifications and fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Ordinance No. 2012-212

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2012-524. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2012-524. 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. 2012-213

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Brewer Family Trust Dated October 28, 2011, Charles Joseph Brewer, Jr. and Connie Jean Brewer, Co-Trustees, for the sale of approximately 6,037 square feet of land at 2329 Connecticut Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2012-525 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-525. 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. 2012-214

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Paul and Anita Horton, husband and wife, for the sale of approximately 7,860 square feet of

land at 2401/2403 Connecticut Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-526 - Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2012-526. 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. 2012-215

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and IDC Properties, LLC., for the sale of approximately 4,725 square feet of land at 2934 Connecticut Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-527 - Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No. 2012-527. 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. 2012-216

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Croy Properties, LLC, for the sale of approximately 6,000 square feet of land at 2729 S Joplin Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2012-528 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-528. 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. 2012-217

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin R-VIII School District, for the sale of approximately 6,250 square feet of land at 1408 S Jackson Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2012-529 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-529. 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. 2012-218

AN ORDINANCE approving a one-year agreement for professional auditing services by and between Cochran Head Vick & Company, P.C. and the City of Joplin, Missouri, for Cochran Head Vick & Company, P.C. to provide auditing services for the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

Mr. Glaze introduced Council Bill No. 2012-173. Motion by Mr. Glaze, Second by Mr. Seibert that Council Bill No. 2012-173 be Passed on Second Reading and Advanced to Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 2, Golden, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-219

AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director to execute said Agreement.

NEW BUSINESS - Councilman Gary Shaw remarked that he had the honor of helping to celebrate the festivities downtown with the window display opening Friday evening and the lighting of the City Christmas Tree in Spiva Park. He thanked all city workers involved for making this happen and bringing the event to downtown.

Mr. Shaw announced that the Fox Theatre is hosting Pro Musica this Thursday evening, December 6, with the production of Turtle Island.

Mayor Colbert-Kean reminded everyone that the annual Christmas Parade is Tuesday, December 4, 2012, in downtown Joplin, beginning at 6:00 pm.

Mayor Colbert-Kean said there will be a reception on December 6 in the lobby of City Hall, from 4:00 – 6:00 pm to honor City Manager Mark Rohr on December 6, for being recognized as a Public Official of the Year for 2012.

Mayor Colbert-Kean also said Dickens Fest is slated for December 7-9, 2012.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2011. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Woolston, Second by Mr. Golden to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce.

There being no further business to come before the Council, the meeting was adjourned at 7:08 p.m.

Respectfully submitted,

Barbara Hogelin

Barbara Hogelin, MMC/MPCC
City Clerk

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: **December 10, 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 twenty-first (21ST) such presentation.

Attachment: Capital Improvement Oversight Sales Tax Committee December 10, 2012 Semi-Annual Public Report.

Capital Improvement and Public Safety Oversight Sales Tax Committee
Semi-Annual Public Report
December 10, 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

August 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. Jack Schaller, Mitch Randles, and Lane Roberts updated the committee on the public safety sales tax activities.

November 15, 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. 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, December 17, 2012.

Committee Observations

As of the Oversight Committee's last meeting on November 15, 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,

12/10/2012
Date:

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
NOVEMBER 15, 2012
4:00 P.M.

Call to order:

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, November 15, 2012. Present were Committee Members Charles Buchanan, Keenan Cortez, Doug Doll, Charles Genesio, and Don Goetz. Committee Members Chris Churchwell, Tom Franz, Don Richardson, and Eric Wood were absent.

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

Approve minutes from the August 16, 2012 meeting:

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

MR. WOOD MOVED, SECONDED BY MR. CORTEZ, THAT THE MINUTES OF THEMAY 17, 2012 MEETING BE APPROVED AS WRITTEN. THE MOTION CARRIED, WITH MR. BUCHANAN, MR. CORTEZ, MR. DOLL, MR. GENESIO, AND MR. GOETZ VOTING "AYE"; AND WITH MR. CHURCHWELL, MR. FRANZ, MR. RICHARDSON, AND MR. WOOD BEING ABSENT (5 IN FAVOR, 4 ABSENT).

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 October, 2012. She discussed Phase I and stated that even though the new tax collection (Phase II) has begun, there are several remaining projects to be completed in Phase I.

Ms. Jones explained that the revenue collections for Phase I during FY 2012 total $486,170 for parks and $1,357,151 for stormwater. The total projected funding sources total $12,043,194 for parks and $21,843,369 for stormwater.

Ms. Jones discussed the expenditures for FY 2012 for Phase I, which total $359,029 for parks and $974,506 for stormwater. The Tax Increment Financing (TIF) developers have been paid $18,720 for parks and $40,708 for stormwater. The total projected costs are $12,368,559 for parks and $19,051,615 for stormwater. Some final payments need to be made for the softball fields, along with the ongoing annual stormwater maintenance and the Mohaska Ditch improvements.

Ms. Jones discussed the stormwater projects and explained that the improvements at 10th Street and Peters Avenue and on 14th Street west of Joplin Avenue were completed during the fourth

quarter of FY 2012. Iowa Avenue from 20th to 24th Streets is being closed due to the Joplin School District's development plans for the new high school.

Mr. Buchanan asked about the pedestrian and bike trails project, with $550,000 being budgeted and only $426.00 being spent. He expressed concern about running out of money in Phase II. Ms. Jones replied that the trails which are included in Phase II will replace trails that were included in Phase I. These include McClelland Park and Low Water Bridge.

Ms. Jones discussed the revenues and expenditures for Phase II and explained that the actual sales tax receipts for FY 2012 total $562,025 for parks and $808,768 for stormwater. The projected sales tax receipts for FY 2013 total $1,230,000 for parks and $1,770,000 for stormwater. Prior expenditures total $170,029 for parks, with no prior expenditures for stormwater. The actual costs to date for FY 2012 total $1,272,674 for parks and $886.00 for stormwater. The TIF developers have been paid $5,259 for parks and $7,568 for stormwater.

Ms. Jones discussed the projects in Phase II and explained that the parks expenditures include annual maintenance, with $791,029 being spent for the softball complex amenities, and $563,891 being spent for the new aquatic center in Schifferdecker Park.

Mr. Doll asked Ms. Jones how the actual revenues for FY 2012 compared with the revenues from FY 2011, and she replied that the revenues were up approximately five percent (5%) from 2011.

Mr. Doll asked about the projected revenues from all the sales taxes. Ms. Jones anticipates revenues of $12 million from the City's one-cent general sales tax, $3 million from the parks and stormwater tax, and $6 million from the capital improvement sales tax.

Parks:

Mr. Cotten discussed the potential placement of a playground area within the softball complex. He expressed concern about the safety of small children being in this area without having a netting cage.

Mr. Doll asked about the possible relocation of this playground area, and Mr. Cotten would like to postpone the playground issue at this time.

Mr. Cortez asked about the estimated cost for the playground, and Mr. Cotten does not have a cost estimate at this point. He stated that the Joplin Outlaws are moving to Joe Becker Stadium.

Mr. Cotten discussed the aquatic center and stated that concrete is currently being poured for the new facility. This is the fourth pool that is being constructed in the same location, with the original pool being constructed during the 1920's at a cost of $30,000.

Stormwater:

Mr. Schaller discussed the stormwater activities for the fourth quarter of FY 2012. He stated that the crew time was spent on ditch maintenance mowing and cleaning inlets after rain events and final mowing for the winter. The maintenance totals for the fourth quarter are 204,207 feet of ditch maintenance being performed, 804 catch basins being cleaned, and 2,042 miles of street sweeping being logged. Some equipment will be purchased during FY 2013 for construction of some of the larger stormwater projects in-house with City crews.

Mr. Schaller explained that the City staff is still discussing some different options with the Mohaska drainage project since this lies in a flood plain area. The staff is negotiating with a couple of property owners in this area that may change that project.

The culvert removal on "B Street west of Porter Avenue is progressing with the top of the box having been removed. The rest of the box will be removed when a sanitary sewer near the box is relocated as part of a different project. Additional testing is still in progress on "C" Street west of Porter Avenue.

The improvements on Texas Avenue between 32nd and 34th Streets are 60 to 70 percent complete, with City crews doing this work. The work at 24th Street and Meadow Avenue will be advertised for bids this winter, with construction beginning next spring.

The drainage plans for Maiden Lane from 17th to 20th Streets will be part of the Maiden Lane widening project. These improvements are part of the TIGER grant that the City of Joplin recently received, with construction to begin in July, 2013.

Mr. Doll asked if the Maiden Lane improvements will be part of the new TIF district, and Mr. Schaller replied that is correct. Mr. Doll asked about exploring additional grant funding, and Mr. Schaller replied that everything must be kept separate in terms of funding sources.

Mr. Schaller discussed the projects in Phase II and explained that the City is purchasing some equipment to be able to accelerate the crews with maintenance projects. He is looking at adding some new personnel to assist with routine maintenance.

Mr. Cortez is still concerned about the area at 15th Street and Illinois Avenue in that the trolley stop at this location flooded during a recent heavy rain. He asked if this area is on the City's project list for minor system improvements. Mr. Schaller replied that this will be incorporated with the 15th Street railroad overpass.

Capital Improvement Sales Tax:

Ms. Jones gave those present reports outlining the revenues and expenditures for the capital improvement sales tax through October, 2012. This tax sunsets on January 1, 2015. She anticipates receiving $4.5 million during FY 2013, with $4,821,082 being received during FY 2012. Interest income totaling $31,833 was received during FY 2012.

Ms. Jones stated that the City had purchased the former credit union building site located at the northeast corner of 20th Street and Connecticut Avenue, which was destroyed in the tornado. The City received an insurance settlement of $335,000 for that property. A $500,000 subsidy was received from the transportation sales tax during FY 2012. Ms. Jones anticipates the total projected funding sources for the capital improvement sales tax as $59.3 million.

Ms. Jones discussed the expenditures and stated that the actual project costs to date for the prior years total $33,859,731, with the actual project costs for FY 2012 totaling $3,286,774. The TIF developers received $101,157 during FY 2012. The remaining estimated project costs total approximately $25.9 million.

These projects include the City overlay program, Maiden Lane from Ninth to 17th Streets and from 20th to 32nd Streets, and Schifferdecker Avenue from Seventh to 32nd Streets. Other projects are

the Zora and Main Interchange & Overpass, 26th Street from Maiden Lane to Schifferdecker, Zora Street from Range Line Road to Main Street, Broadway/Buchanan Road from St. Louis to Florida, the West Bypass Corridor Study, St. Louis Avenue from Broadway to Zora, and existing traffic signal upgrades.

The Maiden Lane, Schifferdecker Avenue, and 26th Street projects are under the TIGER grant agreement approved in 2012, along with the 20th Street and 15th Street overpasses. Certain CIP projects are being used as the matching portion of the TIGER grant.

Mr. Doll asked about 15th Street overpass, as he has some business clients in this area who have expressed concerns regarding the proposed overpass. Mr. Schaller replied that the preliminary plans are in progress at this time. He explained that sufficient funding was received for the 20th Street overpass, with the City lacking $1 million for the 15th Street overpass. That overpass is being redesigned as two-lane roadway over the railroad track. The City staff will be meeting with the Kansas City Southern Railroad officials to seek additional funding for the overpasses.

Mr. Schaller discussed the Maiden Lane improvements and stated that the final right-of-way is being purchased at this time, with construction scheduled for April, 2013. New railroad signals at 10th Street and Junge Boulevard are also involved. Right-of-way acquisition is currently in progress for Schifferdecker Avenue, with about six properties remaining to be purchased. Construction is scheduled to begin in April, 2013.

Mr. Genesio asked about the length of the Schifferdecker Avenue improvements, and Mr. Schaller replied from Seventh to 32nd Streets. He stated that the preliminary plans for 26th Street have been submitted to the Missouri Department of Transportation (MoDOT), with the City's review appraiser beginning work in the near future.

Mr. Schaller explained that the Maiden Lane, Schifferdecker Avenue, 26th Street, and the two overpasses must be under contract by June, 2013, in compliance with the stipulations of the TIGER grant. Construction will then begin in July.

Mr. Schaller explained that the traffic signal upgrades will be progressing now that the tornado damaged signal replacement project has been bid and awarded to Ewing Signal. The traffic signals at the intersections of 26th and Main Streets and 26th and Maiden Lane will be redone. Disaster relief funding has been received from the Federal Highway Administration (FHWA) with the signal materials becoming available within 12 to 14 weeks. Construction will begin during the early spring of 2013.

Mr. Schaller discussed the overlay and micro-sealing programs and stated that no major overlay projects were completed during 2012. Two years' worth of overlay and micro-surfacing will be completed during FY 2013 that had been postponed due to the tornado.

The Zora and Main Street interchange improvements are slightly ahead of schedule, with the deck panels being set over Main Street. The west abutment will be completed during the next couple of weeks. The concrete work will be completed during the winter months, with paving taking place during the spring.

The design work is complete for Zora Street from Range Line Road to Main Street. Construction is now projected for July, 2013 due to a schedule change dictated by the TIGER grant project requirements.

Construction work is progressing on Broadway and Buchanan from St. Louis to Florida Avenue, with some asphalt being laid at this time. The roadway will then be opened to traffic, with the project scheduled for completion in the spring.

Mr. Schaller stated that he recently visited with MoDOT regarding the West Corridor Bypass Study (Phase II), with the environmental portion of the study to be completed in about one year.

The survey and design work is complete for St. Louis Avenue from Broadway to Zora, with right-of-way acquisition taking place at this time. Construction is scheduled to begin in August, 2013.

Mr. Doll asked about the extension of Zora Street to the west side of Joplin, and Mr. Hertzberg replied that Zora may eventually connect to the west corridor bypass. Mr. Schaller explained that three parties are involved—the City of Joplin, Jasper County, and Joplin Special Road District. Zora Street will be improved from Main Street west to Schifferdecker Avenue, with the bridge over Turkey Creek being reconstructed.

Mr. Genesio asked how wide 26th Street will be from Maiden Lane to Schifferdecker Avenue, and Mr. Schaller replied three lanes.

Public Safety Sales Tax:

Ms. Jones gave those present reports outlining the revenues and expenditures for the public safety sales tax through October, 2012. The beginning fund balance is $12,404,776, with revenues of $6,425,980 during FY 2012. A total of $244,282 was spent on street lights during FY 2012, with expenditures of $2,412,204 for police and $3,450,863 for fire. A total of $149,476 was paid to the TIF developers, with total expenditures of $6,256,826 for FY 2012.

Ms. Jones explained that all 30 police officers have been hired for quite some time, with the 15 firefighters being hired for Fire Station 6. The only personnel remaining to be hired are those for the east side fire station. The neighborhood security light program is still progressing. The first response vehicle is being purchased for Fire Station 6 at this time. The only remaining capital expenditures are the east side fire station and the training facility.

Mr. Buchanan mentioned a couple of news articles regarding the transfer of excess funding from the public safety sales tax into the police and fire pension fund and the transfer of funds to rebuild Fire Stations 2 and 4 that were destroyed in the tornado. Ms. Jones explained that $925,000 is budgeted annually for street light installations. The reserves for the pension fund and the reconstruction of Fire Stations 2 and 4 became available since Empire has not been able to install the street lights all at once.

Mr. Buchanan asked how those transfers will affect the remaining capital projects, and Ms. Jones replied that there is sufficient funding to complete all the projects. She explained that the replacement fire stations will be slightly larger than the previous stations, with the transfer from the public safety sales tax covering the increased construction costs.

Mr. Doll commented he had been told that the FEMA temporary housing infrastructure improvements will reduce the costs for the training facility.

Police:

Chief Roberts explained that everything is currently in place for the training facility, with preliminary plans being submitted to the City Manager next week. The architectural drawings will be complete in January, with construction to begin during July.

Fire:

Chief Randles explained that the first response vehicle for Fire Station 6 is being purchased at this time at a cost of $297,000. He discussed the replacement of Fire Stations 2 and 4 and will begin looking at property for Fire Station 7 once construction begins on Stations 2 and 4.

Street Lights:

Mr. Schaller anticipates resuming the neighborhood security lighting program in the near future since most of the replacement lighting in the Expedited Debris Removal (EDR) area has been installed. Empire District Electric will be moving into Areas 7 through 10, with approximately 70 percent of the street lights in the program having been installed at this point. Installation will be more difficult in Areas 7 through 10 due to underground electrical lines in those areas, with Empire District putting together cost estimates at this time.

Schedule next meeting of the oversight committee and semi-annual report to City Council:

At this time, Mr. Doll asked for a motion to excuse those committee members who were absent.

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

The next meeting of this committee will be held on Thursday, February 21, 2013 at 4:00 p.m. The semi-annual report will be presented to the City Council on Monday, December 17, 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 5:10 p.m.

Doug Doll, Chairman

Susan Champlin, Secretary

PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE I
As of October 31, 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	486,170.16	1,357,151.24	1,843,321.40
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	$ 12,043,194.07	$ 21,843,369.38	$ 33,886,563.45
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	359,029.18	974,506.34	1,333,535.52
Actual TIF/Transfer payments to Developer to date-Current Year	18,719.86	40,708.32	59,428.18
Sub-Total actual costs to date	$ 12,368,559.10	$ 16,670,713.77	$ 29,039,272.87
Remaining estimated project costs	-	2,380,901.00	2,380,901.00
Total projected costs	$ 12,368,559.10	$ 19,051,614.77	$ 31,420,173.87
Shortfall of estimated sales tax receipts	(325,365.03)	2,791,754.61	2,466,389.58
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (325,365.03)	$ 2,791,754.61	$ 2,466,389.58
Initial estimated cost of projects	9,369,000.00	20,365,171.00	29,734,171.00

Note: Sales tax receipts for fiscal year 2011: 8%
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

2:25 PM 11/12/2012

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4TH 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	195,859	24,141	-	
Spiva Park Improvement Project	TS0211	20,000	15,400	15,400	4,600	-	
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	1,798,650	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**	**$ 12,191,440**	**$ 11,892,790**	**$ (1,023,790)**	**$ 2,801,757**	
STORMWATER PROJECTS:							
Annual Maintenance (10 Years)	TS0408	$ 2,500,000	$ 2,367,457	$ 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 4TH 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	32,725	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	(30,865)	-	
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	-	-	
Malden 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	29,268	85,000	-	-	
Texas Avenue - 32nd Street to 34th Street	TS0426	317,987	88,490	110,000	-	-	
Joplin Avenue - 11th Street to 12th Street	TS0427	329,443	367,001	367,001	(37,558)	300,000	CDBG Funds
2nd Street West of Walnut Avenue	TS0428	78,480	74,945	74,945	3,535	-	
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	45,424	45,424	-	-	
Schifferdecker Avenue at 32nd Street	TS0431	79,024	-	-	79,024 *	-	
Indiana Avenue - 20th Street to 22nd Street	TS0432	1,324,861	522,196	822,196	802,665	300,000	CDBG Funds
Iowa Avenue - 20th Street to 24th Street	TS0433	1,379,048	130,955	130,955	-	130,955	CDBG Funds
Old 32nd Street at McClelland Boulevard	TS0434	461,500	219,436	219,436	242,064	219,436	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
Malden Lane - 17th Street to 20th Street	TS0437	593,339	-	350,000	-	350,000	Trans. Sales Tax Funds
Main Street at 10th Street	TS0438	47,269	99,942	99,942	(52,673)	-	
"A" Street West of Porter Avenue	TS0439	88,529	217,779	217,779	(129,250)	250,000	Jasper County
Perkins Street West of Monroe Avenue	TS0440	120,926	54,695	54,695	66,231	-	
32nd Street & Schifferdecker Avenue	TS0441	56,912	-	-	56,912 *	-	
24th Street & Meadow Avenue	TS0442	515,749	69,750	750,000	-	-	
14th Street West of Joplin Avenue	TS0443	222,211	89,802	89,460	132,409	-	
TOTAL STORMWATER PROJECTS		$ 20,365,171	$ 16,282,125	$ 18,962,683	$ (307,113)	$ 4,902,884	

*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 October 31, 2012
Sunset Date 3/31/22, Sales Tax Rate .25% (1/4)

	PARKS (41%)	STORMWATER (59%)	TOTAL
Beginning Fund Balance-FY 2011	$ -	$ -	$ -
Revenues:			
Actual sales tax receipts in 2012	562,025.15	808,767.89	1,370,793.04
Projected sales tax receipts in 2013	1,230,000.00	1,770,000.00	3,000,000.00
Actual sales tax receipts-Prior Years	-	-	-
Interest Income-Current Year	-	-	-
Interest Income-Prior Years	-	-	-
Total projected funding sources	$ 1,792,025.15	$ 2,578,767.89	$ 4,370,793.04
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	1,272,674.00	886.00	1,273,560.00
Actual TIF/Transfer payments to Developer to date-Current Year	5,259.11	7,567.99	12,827.10
Sub-Total actual costs to date	$ 1,447,962.11	$ 8,453.99	$ 1,456,416.10
Remaining estimated project costs	11,836,001.00	18,506,695.00	30,342,696.00
Total projected costs	$ 13,283,963.11	$ 18,515,148.99	$ 31,799,112.10
Shortfall of estimated sales tax receipts	(11,491,937.96)	(15,936,381.10)	(27,428,319.06)
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (11,491,937.96)	$ (15,936,381.10)	$ (27,428,319.06)
Initial estimated cost of projects	12,792,950.00	18,507,050.00	31,300,000.00

Prepared by: Leslie Jones

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4TH 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:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 616	$ 1,447,600	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	791,029	1,195,500	-	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	-	200,100	-	-	
Schifferdecker Park Improvements	TS0504	327,000	-	327,000	-	-	
Parr Hill Park Improvements	TS0505	70,000	-	70,000	-	-	
Skate Pods at Existing Parks	TS0506	240,000	-	240,000	-	-	
Athletic Complex Improvements	TS0507	77,000	-	77,000	-	-	
Cunningham Park Improvements	TS0508	150,000	78,000	150,000	-	-	
Ewert Park Improvements	TS0509	50,000	-	50,000	-	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	-	1,098,250	-	-	
Campbell Parkway Improvements	TS0511	60,000	-	60,000	-	-	
Garvin Park Improvements	TS0512	13,000	-	13,000	-	-	
Leonard Park Improvements	TS0513	45,000	-	45,000	-	-	
McClelland Park Improvements	TS0514	63,500	-	63,500	-	-	
Humphrey Park Improvements	TS0515	57,000	-	57,000	-	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	-	227,500	-	-	
Landreth Park Improvements	TS0517	120,000	-	120,000	-	-	
Spiva Park Improvements	TS0518	50,000	-	50,000	-	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	9,167	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	-	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	563,891	5,800,000	-	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	-	51,500	-	-	
TOTAL PARKS PROJECTS		$ 12,792,950	$ 1,442,703	$ 12,792,950	$ -	$ -	

*Project completed using other funds.

Project Completed in Current Quarter [redacted]

Prepared by: Sheri McCulloch
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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4TH 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:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 886	$ 961,850	$ -	$ -	
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	-	3,000,000	-	-	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	-	2,500,000	-	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	-	774,200	-	-	
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	-	2,652,000	-	-	
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	-	987,000	-	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	-	1,543,000	-	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	-	565,000	-	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	-	656,000	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	-	518,000	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	-	1,163,000	-	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	-	739,000	-	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	-	525,000	-	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	-	556,000	-	-	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	621,000	-	-	
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	-	119,000	-	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	-	269,000	-	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	-	358,000	-	-	
TOTAL STORMWATER PROJECTS		**$ 18,507,050**	**$ 886**	**$ 18,507,050**	**$ -**	**$ -**	

*Project completed using other funds.

Project Completed In Current Quarter [redacted]

Prepared by: Sherri McCulloch
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CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of October 31, 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		4,821,081.99
Projected sales tax receipts in 2013		4,500,000.00
Projected sales tax receipts in 2014		4,612,500.00
Projected sales tax receipts in 2015		1,181,953.13
Actual sales tax receipts-Prior Years		30,300,726.05
Interest Income-Current Year		31,832.82
Interest Income-Prior Years		1,177,293.17
Insurance Settlement-Prior Years		335,000.00
Sale of Real Property-Current Year		7,000.00
Sale of Real Property-Prior Year		10,110.00
Property Lease Income-Current Year		-
Property Lease Income-Prior Years		36,764.78
Traffic Material Repairs-Current Year		-
Traffic Material Repairs-Prior Years		157,255.84
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		500,000.04
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	$	59,389,092.60
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		3,286,774.28
Actual TIF/Transfer payments to Developer to date-Current Year		101,157.31
Sub-total actual costs to date	$	37,965,052.42
Remaining estimated project costs		25,945,248.00
Total projected costs	$	63,910,300.42
Shortfall of estimated sales tax receipts		(4,541,207.83)
Future alternate source of funding		12,201,250.00
Funding over/(under)	$	7,660,042.17
Initial estimated cost of projects		60,312,875.00

Note: Sales tax receipts for fiscal year 2011-8% Increase
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

2:16 PM 11/12/2012

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4TH 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	$ 3,460,912	$ 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	255,183	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane from 9th to 17th	TC0506	2,150,000	421,549	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane - TIGER Grant Portion	TG0520	3,871,360	-	3,871,360	-	-	3,871,360	-	3,871,360
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	115,661	2,687,500	-	977,444	-	1,710,056	2,687,500
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	-	1,558,148	-	-	1,558,148	-	1,558,148
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	4,886,098	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	150,869	1,881,250	-	684,211	-	1,197,039	1,881,250
26th Street - TIGER Grant Portion	TG0521	2,069,375	-	2,069,375	-	-	2,069,375	-	2,069,375
Zora from Range Line to Main	TC0512	2,150,000	18,523	2,150,000	-	781,955	-	1,368,045	2,150,000
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	60,407	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	134,526	1,827,500	-	664,662	-	1,162,838	1,827,500
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,421,409	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
20th Street Overpass - TIGER Grant	TG0522	3,261,716	6,406	3,261,716	-	-	3,261,716	-	3,261,716
15th Street Overpass - TIGER Grant	TG0523	1,239,401	5,775	1,239,401	-	-	1,239,401	-	1,239,401
TOTAL CAPITAL IMPROVEMENT PROJECTS		$ 72,312,875	$ 37,146,406	$ 75,079,473	$ (2,566,598)	$ 15,497,269	$ 30,442,220	$ 29,139,984	$ 75,079,473

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
These projects are under the TIGER grant approved in 2012. Certain CIP projects are being used as the match portion of the TIGER grant.

Prepared by: Sherri McCulloch
H:\My Documents\Cap Imp Sales Tax Comm\Capital Impr Proj thru 4th Qtr FY 2012

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 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	$ 6,425,980	$ 6,281,860	$ 5,815,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 33,735,201
Land Donation	-	-	36,000	-	-	-	36,000
Total Revenue	$ 6,425,980	$ 6,281,860	$ 5,851,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 33,771,201
Expenditures:							
Public Works:							
Electric Charges-Street Lights	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 587,890
Sub-Total Public Works	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 587,890
Police:							
Wages & Benefits	$ 1,614,285	$ 1,608,017	$ 1,506,077	$ 1,791,349	$ 797,786	$ 100,605	$ 7,418,120
Wearing Apparel	15,536	14,201	18,075	30,240	24,607	12,992	115,651
Maintenance Supplies	900	833	979	745	1,185	973	5,615
Operational Supplies	21,317	19,529	27,283	36,281	33,897	15,463	153,769
Computer Peripherals	-	-	1,997	-	-	-	1,997
General Office Supplies	588	907	1,151	1,009	157	-	3,812
Small Office Equipment		-	-	-	490	-	490
Small Office Furnishings		-	-	-	1,845	-	1,845
Chemical & Laboratory Suppl	2,245	1,871	457	3,513	1,252	114	9,450
Telephone Charges	6,140	4,300	3,214	3,192	1,854	-	18,701
Fuel, Oil & Diesel	51,756	58,639	46,095	26,261	39,634	-	224,385
Central Garage Repairs	44,647	40,489	33,738	16,688	19,287	-	154,848
Vehicle Lease		-	-	2,700	-	-	2,700
Vehicle Cleaning		-	-	-	226	-	226
Laundry Services	1,270	979	764	2,343	500	-	5,855
Maintenance Contracts & Agr	37,052	43,684	34,804	35,934	41,599	1,636	194,709
Travel Expenses	4,244	1,216	3,712	9,927	6,383	2,953	28,435
Conferences & Seminars	4,255	2,555	5,654	-	-	-	12,464
Publications & Subscriptions		-	798	-	-	-	798
Printing Services	504	320	1,160	1,090	-	-	3,073
Liability Insurance	24,571	-	-	-	-	-	24,571
Land Acquisition		-	-	198,456	-	-	198,456

Prepared by: Leslie Jones

2:57 PM 11/12/2012

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2012
Sales Tax Rate .50% (1/2)

Motor Vehicles		-	-	171,408	142,288	91,427	405,123
Operating Equipment		-	-	17,764	31,401	-	49,165
Computer Equipment		-	19,673	167,488	200,574	246,318	634,053
Transfers Out	582,896	572,782	527,425	505,943	352,527	-	2,541,573
Sub-Total Police	$ 2,412,204	$ 2,370,322	$ 2,233,056	$ 3,024,331	$ 1,697,491	$ 472,480	$ 12,209,884
Fire:							
Wages & Benefits	$ 1,200,627	$ 387,432	$ 320,276	$ 679,111	$ 205,174	$ 14,927	$ 2,807,547
Wearing Apparel	12,528	3,237	1,399	2,250	2,852	-	22,266
Operational Supplies	5,017	4,549	2,334	1,340	-	-	13,239
Safety Equipment	45,715	13,875	10,083	2,407	8,084	600	80,764
Electric Charges	9,311	-	-	-	-	-	9,311
Gas Charges	392	-	-	-	-	-	392
Telephone Charges	44	-	-	-	-	-	44
Water Charges	3,307	-	-	-	-	-	3,307
Sanitation Charges	66	-	-	-	-	-	66
Pest Control	70	-	-	-	-	-	70
Maintenance Contracts & Agr	7,728	7,830	6,418	7,129	10,232	416	39,753
Travel Expenses		-	56	257	-	-	313
Conferences & Seminars		-	95	-	-	-	95
Paramedic Training	1,737	9,927	-	-	-	-	11,664
Educational Materials		1,093	1,360	-	-	-	2,453
Liability Insurance	5,158	-	-	-	-	-	5,158
Building Acquisitions	1,322,868	676,141	51,332	1,231	-	-	2,051,573
Land Acquisition		-	36,000	-	-	-	36,000
Motor Vehicles	545,069	-	858,209	-	-	-	1,403,278
Emergency Operating Equip	114,738	92,826	-	-	-	-	207,564
Computer Equipment	7,796	-	649	-	16,360	64,700	89,506
Transfers Out	168,692	156,327	140,969	104,753	69,501		640,242
Sub-Total Fire	$ 3,450,863	$ 1,353,236	$ 1,429,181	$ 798,478	$ 312,203	$ 80,644	$ 7,424,606
TIF Payments to Developer	$ 149,476	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 974,891
Sub-Total TIF Payments Out	$ 149,476	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 974,891
Total Expenditures	$ 6,256,826	$ 4,095,649	$ 3,973,978	$ 4,052,503	$ 2,213,324	$ 604,991	$ 21,197,271
Net Change in Fund Balance	$ 169,154	$ 2,186,211	$ 1,877,664	$ 1,752,119	$ 3,874,188	$ 2,714,594	$ 12,573,930
Ending Fund Balance	$ 12,573,930	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ 12,573,930

Prepared by: Leslie Jones

2:57 PM 11/12/2012

CITY OF JOPLIN, MISSOURI
PUBLIC SAFETY SALES TAX
PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of October 31, 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	1,979,293	8,232,263	10,211,556	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	395,859	753,627	1,149,485	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685	990,453	-	990,453	15 Firefighters hired
3 Coverage Firefighters for Current Operations	48,379		145,137	198,091	1,002,720	1,200,811	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	198,091	1,002,720	1,200,811	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548				
Fire Training Captain	56,051		56,051	66,030	150,523	216,553	1 Fire Training Captain hired
Neighborhood Security Light Program (3,700 Additional at $250 each annually)			925,000	244,282	343,608	587,890	2,400 Streetlights
Wireless Access for Public Safety			50,000	44,780	186,043	230,823	Monthly Recurring Charge
Police Substation			10,000	-	198,456	198,456	Substation to be repaid annually
Sub-Total Operational Ongoing Costs			4,761,018	4,116,878	11,869,960	15,986,838	
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	1,322,868	764,705	2,087,573	Construction Phase
Engine for Westside Station			450,000	635,227	92,826	728,053	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	1,990,471	2,245,070	4,235,541	
TIF Expense Payments to Developer				149,476	825,415	974,891	
GRAND TOTAL ACTUAL EXPENDITURES				**6,256,825**	**14,940,445**	**21,197,270**	

*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

3:02 PM11/12/2012

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: December 17, 2012

ITEM: Council Bill No. 2012-021 accepting the conveyance of certain land from the Village of Silver Creek.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2012-021

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 12/4/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 12-6-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 12/10/12
PUBLIC WORKS:	David Hertzberg	**DATE:** 12/10/12

INTRODUCTION:

This Council Bill accepts the conveyance of certain land from the Village of Silver Creek effective January 1, 2013 at 12:01 a.m.

SUMMARY/DISCUSSION:

With the successful consolidation of the Village of Silver Creek with the City of Joplin, it is necessary to accept the conveyance of land owned by the former Village of Silver Creek.

RECOMMENDATION:

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

PCE:ab

COUNCIL BILL NO. 2012-021 ORDINANCE NO. _____

AN ORDINANCE accepting the conveyance of certain land from the Village of Silver Creek, Missouri; and containing an emergency clause.

WHEREAS, the Village of Silver Creek, Missouri, and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective January 1, 2013, at 12:01 a.m.; and,

WHEREAS, Silver Creek has conveyed certain real property to the new consolidated City of Joplin, Missouri, to be effective January 1, 2013, at 12:01 a.m.

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

Section 1. That the City accept the conveyance of certain land from the Village of Silver Creek, Missouri, to the consolidated City of Joplin, Missouri, said land lying, being and situate in the County of Newton, State of Missouri, being described as follows, to-wit:

"All that part of the East One-half (E ½) of the West One-half (W ½) of the West One-half (W ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 30, Township 27, Range 32, Newton County, Missouri, described as commencing at the Northwest corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼), thence East along the North line of said Northeast Quarter (NE ¼) and Northwest Quarter (NW ¼) 164.88 feet, thence South 0° 04' 29" East 35.0 feet to the South line of Silver Creek Road and the point of beginning, thence East along said line 164.90 feet, thence South 0° 04' 13" East 948.97 feet, thence West 164.78 feet, thence North 0° 04' 38" West 948.97 feet to the point of beginning, EXCEPT any part taken or deeded for road right of way; also, being subject to all other right-of-ways, easements and reservations of record."

"All of Grantor's interest in any streets, right-of-way, utility and right-of-way easements, sidewalks, water lines, street lights and other interests in real estate, recorded or unrecorded and of public or private record."

Section 2. That this Ordinance dealing generally with public property, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

WARRANTY DEED

THIS INDENTURE, Made on the _____ day of _____, 2012, by and between VILLAGE OF SILVER CREEK, Grantor, and CITY OF JOPLIN, MISSOURI, A MUNICIPAL CORPORATION, Grantee: (Mailing address of the said first named grantee is 602 S. Main St., Joplin, Missouri 64801.)

WITNESSETH, that the said Grantor, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration to it paid by the Grantee (the receipt of which is hereby acknowledged), does by these presents, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situate in the County of Newton and State of Missouri, to-wit:

"All that part of the East One-half (E ½) of the West One-half (W ½) of the West One-half (W ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 30, Township 27, Range 32, Newton County, Missouri, described as commencing at the Northwest corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼), thence East along the North line of said Northeast Quarter (NE ¼) and Northwest Quarter (NW ¼) 164.88 feet, thence South 0° 04' 29" East 35.0 feet to the South line of Silver Creek Road and the point of beginning, thence East along said line 164.90 feet, thence South 0° 04' 13" East 948.97 feet, thence West 164.78 feet, thence North 0° 04' 38" West 948.97 feet to the point of beginning, EXCEPT any part taken or deeded for road right of way; also, being subject to all other right-of-ways, easements and reservations of record."

"All of Grantor's interest in any streets, right-of-way, utility and right-of-way easements, sewer, sewer system, sidewalks, water lines, street lights and other interests in real estate, recorded or unrecorded and of public or private record."

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor, nor its successors or assigns or any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or

title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand, the day and year first above written.

Village of Silver Creek

_____
Pat Worley, Chairman of the
Board of Trustees

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2012, before me personally appeared Pat Worley and to me personally known who being by me duly sworn did state that he is the Chairman of the Board of Trustees of the Village of Silver Creek, and that said instrument was signed on behalf of the Village by authority of its Board of Trustees pursuant to Ordinance No. _____, passed by the Village of Silver Creek on December 11, 2012, for the consideration stated therein and no other, and the said Pat Worley acknowledges said instrument to be the free act and deed of said Village.

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

_____
Notary Public

My Commission Expires:

_____.

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: December 17, 2012

ITEM: Council Bill No. 2012-022 accepting all the assets and all the liabilities from the Village of Silver Creek.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2012-022; Exhibits – 1) Bill of Sale transferring assets; 2) Assignment reflecting the transfer of liabilities.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 12/10/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 12/10/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 12/10/12
PUBLIC WORKS:	David Hertzberg	**DATE:** 12/10/12

INTRODUCTION:

This Council Bill accepts all the assets and all the liabilities from the Village of Silver Creek effective January 1, 2013 at 12:01 a.m.

SUMMARY/DISCUSSION:

With the successful consolidation of the Village of Silver Creek with the City of Joplin, it is necessary to accept the transfer of all assets and all liabilities from the former Village of Silver Creek.

RECOMMENDATION:

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

PCE:ab

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of _____, 2012, by and between The Village of Silver Creek, Missouri (the "Transferor"), and The City of Joplin, Missouri (the "Transferee").

FOR VALUABLE CONSIDERATION, and as a result of the consolidation of the Village of Silver Creek into the City of Joplin, Missouri ,Transferor hereby transfers, assigns and delivers to Transferee all of Transferor's right, title and interest in and to all personal property owned by Transferor as identified on Exhibit A.

TO HAVE AND TO HOLD the Personal Property unto Transferee and Transferee's heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Transferor has executed this Bill of Sale as of the day and year first above-written.

VILLAGE OF SILVER CREEK

"TRANSFEROR"

_____

By: Pat Worley
Chairman of the Board of Trustees

CITY OF JOPLIN, MISSOURI

"TRANSFEREE"

_____

By: R. Mark Rohr
City Manager

Exhibit "A"

ASSIGNMENT OF LIABILITIES

For value received, the Village of Silver Creek hereby assigns all of its right, title and interest in and to the following liabilities of the Village of Silver Creek identified in Exhibit B, unto the City of Joplin, Missouri a State of Missouri Municipal Corporation, its heirs and assigns ("Assignee").

Witness our hands:

Dated: _____

"ASSIGNOR"

Village of Silver Creek

_____

By: Pat Worley, Chairman of the Board of Trustees

"ASSIGNEE"

City of Joplin, Missouri

_____

By: R. Mark Rohr, City Manager

Exhibit "B"

COUNCIL BILL NO. 2012-022 ORDINANCE NO. _____

AN ORDINANCE to accept all the assets and all the liabilities from the Village of Silver Creek, Missouri; and containing an emergency clause.

WHEREAS, the Village of Silver Creek, Missouri, and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective January 1, 2013, at 12:01 a.m.; and,

WHEREAS, the Village of Silver Creek has assets and liabilities that need to be transferred to the new consolidated City of Joplin, Missouri, effective January 1, 2013, at 12:01 a.m.

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

Section 1. That the City accept the transfer of all assets by way of a Bill of Sale, together with the transfer of all liabilities by way of an Assignment, from the Village of Silver Creek, Missouri, to the consolidated City of Joplin, Missouri, said transfer and assignment being attached hereto and incorporated herein as Exhibits "A" and "B", respectively.

Section 2. That this Ordinance dealing generally with public property, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: December 17, 2012

ITEM: Council Bill No. 2012-023 to accept and take ownership of certain Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009, of the Village of Silver Creek.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2012-023, Copy of Series 2009 Bond

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 12/10/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 12-10-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 12/10/12
PUBLIC WORKS:	David Hertzberg	**DATE:** 12/10/12

INTRODUCTION:

This Council Bill accepts the transfer of ownership of certain Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 of the Village of Silver Creek, Missouri, effective as of the consolidation date, January 1, 2013 at 12:01 a.m.

SUMMARY/DISCUSSION:

With the successful consolidation of the Village of Silver Creek with the City of Joplin, it is necessary to take ownership of the Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 from the former Village of Silver Creek, Missouri.

RECOMMENDATION:

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

PCE:ab

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R-1

Registered
Not to exceed $1,406,800

UNITED STATES OF AMERICA
STATE OF MISSOURI

VILLAGE OF SILVER CREEK, MISSOURI

SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – ARRA)
SERIES 2009

Closing Date	Interest Rate	Stated Maturity
December 18, 2009	1.48%	January 1, 2031

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED ONE MILLION FOUR HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS

The **VILLAGE OF SILVER CREEK, MISSOURI**, a village and political subdivision of the State of Missouri (the "Village"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on **Schedule A** to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing July 1, 2010 (each an "Interest Payment Date"), from the date shown on **Schedule A** or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB BANK, N.A. in the City of St. Louis, Missouri (the "Paying Agent"). The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the Village designated Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009" (the "Bonds"), issued by the Village for the purpose of extending and improving the sewerage system owned and operated by the Village (said sewerage system, together with all future improvements and extensions thereto hereafter constructed or acquired by the Village, being herein called the "System"), under the authority of and in

full compliance with Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to an election duly held in the Village and an ordinance duly adopted by the governing body of the Village (the "Ordinance").

At the option of the Village, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Ordinance, with the prior written consent of the Owners.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are limited obligations of the Village payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues. The taxing power of the Village is not pledged to the payment of the Bonds either as to principal or interest. The Bonds do not constitute a general obligation of the Village or an indebtedness of the Village within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Under the conditions set forth in the Ordinance, the Village has the right to issue additional parity bonds payable from, and secured by, the Net Revenues.

Under the conditions set forth in the Ordinance, the Village has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The Village covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the Village will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the Village with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Village with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of $100 or any integral multiple of $0.01 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal

amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The Village and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the Village of Silver Creek, Missouri has executed this Bond by causing it to be signed by the manual signature of its Chairman and attested by the manual signature of its Village Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

VILLAGE OF SILVER CREEK, MISSOURI

ATTEST:

Village Clerk

By _____
Chairman

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

SPECIMEN

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial prepayments of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

SPECIMEN

SCHEDULE A

VILLAGE OF SILVER CREEK, MISSOURI
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – ARRA)
SERIES 2009

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

Date[1]	Purchase Price Installment	Principal Amount Redeemed[2]	Cumulative Principal Amount Outstanding	Authorized Signatory of Paying Agent

COUNCIL BILL NO. 2012-023 ORDINANCE NO. _____

AN ORDINANCE to accept and take ownership of certain Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 of the Village of Silver Creek, Missouri; and containing an emergency clause.

WHEREAS, the Village of Silver Creek, Missouri, and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective January 1, 2013, at 12:01 a.m.; and,

WHEREAS, the Village of Silver Creek has certain Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 of the Village of Silver Creek, Missouri, that need to be transferred to the new consolidated City of Joplin, Missouri, effective January 1, 2013, at 12:01 a.m.

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

Section 1. That the City accept and take ownership of those certain Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 of the Village of Silver Creek, Missouri, effective at 12:01 a.m., January 1, 2013.

Section 2. That this Ordinance dealing generally with public property, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 17, 2012
Council Bill No. 2012-178

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

Attachments: 1) Location Map
2) Council Bill No. 2012-178

Engineering Department: Jack Schaller JS	Date: 12-5-12
Department Head: David Hertzberg DH	Date: 12/10/12
Finance Department: Leslie Jones LJ	Date: 12-11-12
City Attorney: Brian Head [redacted]	Date: 12-11-12
City Manager: Mark Rohr MR	Date: 12-10-12

Recommended Action: Purchase of Right of Way at 2108 Harlem Avenue from Terry Campbell for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at Terry Campbell. This acquisition will be the 53rd of 67 parcels.

Discussion: Staff has reached an agreement with Terry Campbell for Three Thousand Five Hundred Dollars, ($3,500.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $3,500.00 for the purchase of the described right of way at 2108 Harlem Avenue.

CB2012-178



1 inch = 50 f

COUNCIL BILL NO. 2012-178 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 2108 Harlem Avenue, consisting of part of Lot Numbered Three Hundred Sixty-six (366) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Three Thousand Five Hundred and 00/100 dollars ($3,500.00) and containing an emergency clause.

WHEREAS, Terry Campbell is the legal owner of property at 2108 Harlem Avenue, consisting of part of Lot Numbered Three Hundred Sixty-six (366) in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at2108 Harlem Avenue, described herein.

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

Section 1. That the City of Joplin approve the purchase of a right of way at 2108 Harlem Avenue, consisting of:

New Right of Way:

A tract of land being a part of Lot 366 in T.W. Cunningham's Addition to the City of Joplin and described as beginning at the Northwest corner of said Lot 366; thence South 87°57'48" East, 12.15 feet; thence South 00°28'50" West, 50.00 feet; thence North 87°57'48" West, 13.49 feet; thence North 02°00'53" East, 50.00 feet to the Point of Beginning.

Section 2. That the City of Joplin authorize placing $3,500, in escrow for the purchase of right of way at 2108 Harlem Avenue. Payment will be made from account #145-4565-520-8105 Project TC0506.

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

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

COUNCIL BILL NO. 2012-178 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: December 17. 2012

Item: Council Bill No. 2012-181
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit A – Legal Description
2) Exhibit B – EEZ Tax Abatement Guidelines
3) Council Bill 2012-181

Planning and C.D. Director: Troy Bolander T.B.	Date: 12-10-12
Public Works Director: David Hertzberg DKH	Date: 12/10/12
City Attorney: Brian Head	Date: 12-11-12
City Manager: R. Mark Rohr	Date: 12/12
Finance Director: Leslie Jones	Date: 12-11-12

INTRODUCTION:
The following council bill is a request by AM Properties Two, L.L.C. doing business as Allgeier Martin and Associates, Inc. (AMA). AMA is requesting a partial abatement of the ad valorem taxes on a new building they constructed in the Crossroads Industrial Park, Inc. The taxes would be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

DISCUSSION:
AMA has already completed the construction of new building in the Crossroads Industrial Park. Part of the incentive packaged offered to AMA prior to construction included the partial abatement of ad valorem taxes through the EEZ program. Allgeier Martin originally submitted a Notice of Intent last year but it was after the deadline for the City Council's December 2011 agenda and the NOI approval was moved to this year.

AMA is an established consulting engineering firm providing civil engineering, surveying and related services in the Midwest. With a staff of over 120 employees representing diversified disciplines, they currently provide expertise and assistance for a wide variety of clients and projects.

AMA's built a new 32,000 sq. ft. facility in the Crossroads Industrial Park. The company projects they will create four new full-time jobs within two years. The average annual wage of the newly created jobs is approximately $70,000 with benefits which is 203% of the county average wage ($34,461). The investment by the company into the new facility (real property) was approximately $3,900,000. An additional $450,000 was spent on personal property. Under the State of Missouri regulations for the Enhanced Enterprise Zone program, communities must offer, at a minimum, a 50% tax abatement of the ad valorem taxes for 10 years to companies that create at least two jobs. This amount and term is identified as the "base" in the Enhanced Enterprise Zone Tax Abatement Guidelines (see Exhibit B) that was adopted by the Joplin Area Enhanced Enterprise Zone Board.

RECOMMENDATION:

Staff recommends approval of this agreement and offer the base amount of abatement per the Enhanced Enterprise Zone Tax Abatement Guidelines on an emergency basis.

EXHIBIT A

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING PART OF THE NORTH HALF (N1/2) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS:

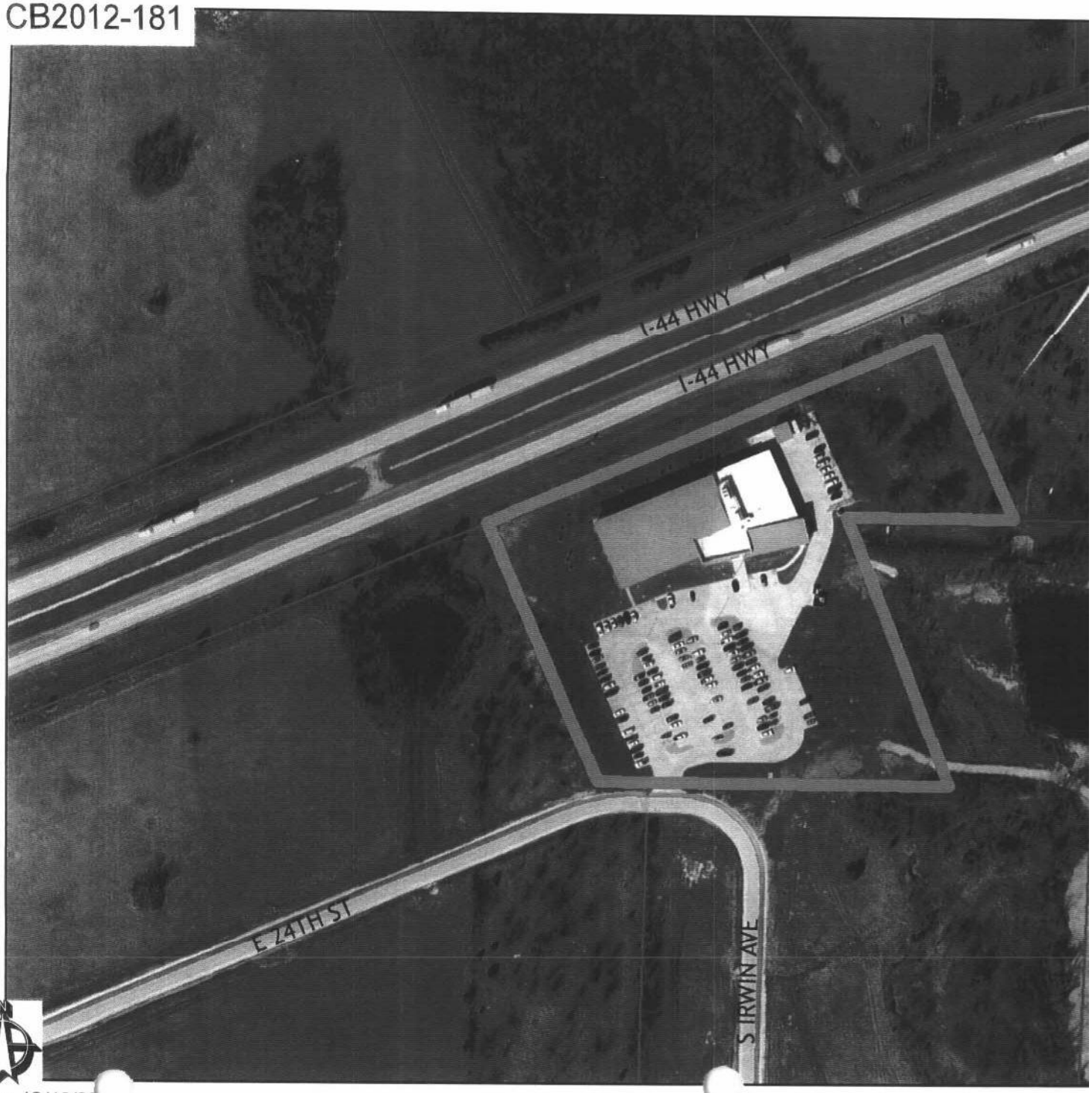
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF (NW1/4 NE1/4) OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN;
THENCE S01°40'54"W A DISTANCE OF 1222.85 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4) TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 (I-44) AND THE POINT OF BEGINNING;

THENCE N67°05'33"E A DISTANCE OF 416.57 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;
THENCE S22°54'27"E A DISTANCE OF 279.46 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;
THENCE N89°21'45"W A DISTANCE OF 232.33 FEET ALONG SAID SOUTH LINE;
THENCE S20°38'13"E A DISTANCE OF 407.66 FEET;
THENCE N89°10'27"W A DISTANCE OF 417.60 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4 NE1/4) OF SAID SECTION 15;
THENCE N89°10'27"W A DISTANCE OF 69.64 FEET;
THENCE N22°54'27"W A DISTANCE OF 397.88 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 (I-44);
THENCE N67°05'33"E A DISTANCE OF 34.83 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SAID SECTION 15, SAID POINT BEING 203.50 FEET WESTERLY (N89°15'06"W) OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN;
THENCE N67°05'33"E A DISTANCE OF 223.76 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS, IF ANY.

CONTAINING 6.36 ACRES (277,142 SQUARE FEET) MORE OR LESS.

CB2012-181



Date: 12/10/20

JOPLIN missouri
Central. Connected. Capable

"Exhibit B"

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: **10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters**, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. **Existing firms qualify based on avg. wage of existing employment base.**

COUNCIL BILL NO. 2012-181 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7231 East 24th Street and owned by AM Properties Two, LLC doing business as Allgeier Martin and Associates Inc. and, containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created by Allgeier Martin and Associates Inc. and are in the field of office/professional services and,

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 7231 East 24th Street more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of fifty percent (50%) commencing January 1, 2013 and continuing to and ending after December 31st, 2023.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Allgeier Martin and Associates, Inc. is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Allgeier Martin and Associates, Inc has twenty-four months beginning January 1, 2013 to create 4 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby

authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
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: December 17. 2012

Item: Council Bill No. 2012-182
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit A – Legal Description
2) Exhibit B – EEZ Tax Abatement Guidelines
3) Council Bill 2012-182

Planning and C.D. Director: Troy Bolander	Date: 12-10-12
Public Works Director: David Hertzberg	Date: 12/10/12
City Attorney: Brian Head	Date: 12-11-12
City Manager: R. Mark Rohr	Date: 12-10-12
Finance Director: Leslie Jones	Date: 12-11-12

INTRODUCTION:

The following council bill is a request by Jasper Products, LLC for the abatement of ad valorem taxes on a new addition to their existing facility located at 3977 E. 27th St. in Joplin. The taxes would be abated through the Joplin Area Enhanced Enterprise Zone Program.

DISCUSSION:

Jasper Products is in the process of constructing an addition to their existing facility located at 3877 E. 27th St.. The addition will allow for additional warehousing, production capacity and new employee services. The addition will permit Jasper Products to create a new production line for a new customer, plus, the expansion will provide sufficient space to allow six additional lines to accommodate future growth. After the addition is completed, the company estimates they will create 70 new jobs within 2 years. The average annual wage of the new jobs is $34,611. The estimated investment by the company into the new addition (real property) is $20,000,000. An additional $20,000,00 will be spent on equipment creating a total $40,000,000 private investment package by the company.

The amount of abatement proposed is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff is recommending that Jasper Products ad valorem taxes on the new addition be abated at 90% for 10 years per the approved EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Jasper Products that they will pay an average wage of $34,611 per job which approximately equals the county average wage ($34,461) and the company will create 70 new jobs within two years.

RECOMMENDATION:

Staff recommends approval of this agreement and abatement on an emergency basis

EXHIBIT A

PROPERTY DESCRIPTION - TRACT 1

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18;
THENCE NORTH 00`54'47" EAST, ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 626.45 FEET;
THENCE NORTH 89`07'04" WEST, 654.15 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING;
THENCE SOUTH 00`54'24" WEST, 541.12 FEET;
THENCE NORTH 89`04'14" WEST, 908.30 FEET;
THENCE NORTH 00`55'38" EAST, 540.37 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET;
THENCE SOUTH 89`07'04" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE 908.11 FEET, TO THE POINT OF BEGINNING.
ALL IN THE CITY OF JOPLIN AND THE VILLAGE OF DUQUESNE, JASPER COUNTY, MISSOURI.

CONTAINING 11.27 ACRES, MORE OR LESS.

CB2012-182



Date: 12/10/20

JOPLIN missouri
Central. Connected. Capable

"Exhibit B"

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	**10 yr / 90%**	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. **Existing firms qualify based on avg. wage of existing employment base.**

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2012-182 ORDINANCE NO.

AN ORDINANCE authorizing the City Council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 3977 E. 27th Street. and owned by Jasper Products, LLC and, containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created by Jasper Products, LLC are in the field of manufacturing and,

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 3977 East 27th Street more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of ninety percent (90%) commencing January 1, 2013 and continuing to and ending after December 31st, 2023.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Jasper Products, LLC is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Jasper Products, LLC has twenty-four months beginning January 1, 2013 to create 70 jobs

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on

behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
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: December 17, 2012
Council Bills No. 2012-183
Item: Shoal Creek Wastewater Treatment Expansion
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Consulting Engineer's Letter
2) Bid Tabulation
3) Council Bill No. 2012-183

Department Head: David Hertzberg DXH	Date: 12/10/12
Engineering Department: Jack Schaller JS	Date: 12/10/12
Finance Department: Leslie Jones LJ	Date: 12-11-12
City Attorney: Brian Head	Date: 12-11-12
City Manager: Mark Rohr	Date: 12-6-12

Recommended Action: Approval of an Award of Contract with McClanahan Construction Company Inc. in the amount of $16,943,500.00 for the Shoal Creek Wastewater Treatment Expansion.

Background: In January, 2010, the City issued a notice to proceed for the Phase I improvements at the Turkey Creek WWTP and construction was completed in March 2011. The Phase I improvements were funded in part by an ARRA grant, with the remainder from the MDNR State Revolving Fund Program.

The Turkey Creek Phase II facility upgrade improvements were awarded in August 2011 and are still underway.

The remainder of the overall $35 million wastewater improvements will be undertaken at the Shoal Creek WWTP, approximately $19,000,000 of the original $26,000,000 from the MDNR state revolving funds remaining available for reimbursement of these costs. Therefore the project remains within the original budget. The improvements for the project will achieve a 20 year level of service.

Discussion:
A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Four firms submitted bids (see attached bid tabulations), which were opened on November 29, 2012.

The low bid for this project was $16,943,500.00 submitted by McClanahan Construction Company Inc. The bid was within the engineers estimate.

Recommendation: Staff recommends that a contract be awarded to McClanahan Construction Company Inc. in the amount of 16,943,500.00 for the Shoal Creek Wastewater Treatment Expansion.

COUNCIL BILL NO. 2012-183 ORDINANCE NO.

AN ORDINANCE approving the contract with McClanahan Construction.LLC in the amount of Sixteen Million Nine Hundred Forty Three Thousand Five Hundred and no/100 Dollars ($16,943,500.00) for the Shoal Creek Wastewater Treatment Expansion providing how the cost shall be made and levied; 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 McClanahan Construction.LLC in the amount of Sixteen Million Nine Hundred Forty Three Thousand Five Hundred and no/100 Dollars ($16,943,500.00) for the Shoal Creek Wastewater Treatment Expansion

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractor shall be paid from the Facility Improvements Fund – Sewer Treatment Account, Account Number 415-4541-540-8015.

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

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

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

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in Account Number 415-4541-540-8015 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Jones, Director of Finance

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
www.amce.com

December 04, 2012

Mr. David Hertzberg
Public Works Director
City of Joplin
602 South Main Street
Joplin, MO 64801

Re : Shoal Creek WWTF
Joplin, MO C295548-02

Dear Mr. Hertzberg:

On November 29, 2012, bids were opened for the Shoal Creek WWTF Expansion project. The Apparent Low Bidder was McClanahan Construction Company, Inc. with a Total Base Bid Amount of $16,375,500.00, and Add Alternate Items No. 1 and 2 at $151,000.00 and $417,000.00 respectively.

McClanahan has provided to us the required post-bid documents and certifications (copies enclosed) and appears capable of obtaining necessary bonds and undertaking the work as specified. McClanahan is currently completing the City's Turkey Creek WWTP Phase 2 project and had previously constructed sludge handling facilities at the City's Shoal Creek WWTP.

We would recommend award of the contract to McClanahan Construction Company, Inc. in the total amount of $16,943,500 which includes the two Add Alternate bid items. Approximately $19,000,000 of the original $26,000,000 financing obtained as a part of the C295548-02 SRF project remains available for reimbursement of these construction costs, therefore the project remains within the original budget.

If you have any questions, please notify.

Very truly yours,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Dean A. Willis

Dean A. Willis, P.E.
President

DAW:ws
Enclosures

P. O. Box 2627
Joplin, MO 64803-2627

Main: (417) 680-7200
Fax: (417) 680-7300

7231 East 24th Street
Joplin, MO 64804

Allgeier, Martin and Associates, Inc.
Consulting Engineers and Surveyors
Joplin, MO 64804

Shoal Creek Wastewater Treatment Facility Expansion
Joplin, Missouri

Item No.	No. of Units	Description	McClanahan Construction Co. Rogersville, MO Unit Price	McClanahan Construction Co. Rogersville, MO Extended Total	Branco Enterprises, Inc. Neosho, MO Unit Price	Branco Enterprises, Inc. Neosho, MO Extended Total	Crossland Heavy Contractors Columbus, KS Unit Price	Crossland Heavy Contractors Columbus, KS Extended Total	Garney Companies, Inc. Kansas City, MO Unit Price	Garney Companies, Inc. Kansas City, MO Extended Total
1	LS	Diffused Aeration Equipment	$615,671.00	$615,671.00	$615,671.00	$615,671.00	$615,671.00	$615,671.00	$615,671.00	$615,671.00
2	4,740 SY	Asphaltic Paved Roads and Drives	$27.85	$132,009.00	$28.00	$132,720.00	$29.35	$139,119.00	$30.00	$142,200.00
3	LS	Construction of Non-Potable Water System	$132,000.00	$132,000.00	$205,000.00	$205,000.00	$129,250.00	$129,250.00	$99,929.00	$99,929.00
4	LS	All Other Work Required to Complete the Entire Project	$15,495,820.00	$15,495,820.00	$16,032,889.00	$16,032,889.00	$16,999,800.00	$16,999,800.00	$16,000,000.00	$16,000,000.00
		TOTAL BASE BID AMOUNT		$16,375,500.00		$16,977,000.00		$17,867,740.00		$16,856,000.00
Add Alternate Bid										
Alt - 1	LS	Add to Base Bid Amt - Replacement of Exig. Comminutors at Plant Headworks		$161,000.00		$248,000.00		$163,400.00		$168,000.00
Alt - 2	LS	Add to Base Bid Amt for Replacement of Existing Screens at Plant Headworks of Turkey Creek WWTP with new Mechanical Screens (2)		$417,000.00		$480,000.00		$419,000.00		$482,000.00

Item No.	No. of Units	Description	John T. Jones Construction Co. Fargo, ND Unit Price	John T. Jones Construction Co. Fargo, ND Extended Total	Lehman Construction, LLC California, MO Unit Price	Lehman Construction, LLC California, MO Extended Total	CAS Construction LLC Topeka, KS Unit Price	CAS Construction LLC Topeka, KS Extended Total
1	LS	Diffused Aeration Equipment	$615,671.00	$615,671.00	$615,671.00	$615,671.00	$615,671.00	$615,671.00
2	4,740 SY	Asphaltic Paved Roads and Drives	$25.25	$119,685.00	$25.75	$121,815.00	$25.25	$119,685.00
3	LS	Construction of Non-Potable Water System	$260,000.00	$260,000.00	$825,000.00	$825,000.00	$59,935.00	$59,935.00
4	LS	All Other Work Required to Complete the Entire Project	$16,501,500.00	$16,501,500.00	$16,188,286.00	$16,188,286.00	$19,088,483.00	$19,088,483.00
		TOTAL BASE BID AMOUNT		$18,497,056.00		$19,750,977.00		$19,881,867.00
Add Alternate Bid								
Alt - 1	LS	Add to Base Bid Amt - Replacement of Exig. Comminutors at Plant Headworks		$164,811.15		$577,500.00		$350,000.00
Alt - 2	LS	Add to Base Bid Amt for Replacement of Existing Screens at Plant Headworks of Turkey Creek WWTP with new Mechanical Screens (2)		$385,920.95		$682,956.00		$630,000.00

This is to certify that on November 29, 2012 at 2:00 p.m., at the office of the City of Joplin, Missouri, the above bids were publicly opened, read aloud, checked, and the above totals are correct as to additions and the bids were accompanied by acceptable bidders' bond and/or cashier's checks.

Allgeier, Martin and Associates, Inc.
Consulting Engineers - Joplin, Missouri

Dean A. Willis, P.E.
President

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: December 17, 2012
ITEM: Council Bill No. 2012-629 Amendment to Capital Expense for purchase of DWI vehicle

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2012-629; copy of contract

DEPARTMENT HEAD:	Lane Roberts	**DATE:** 12-11-12
CITY MANAGER:	Mark Rohr	**DATE:** 12-11-12
CITY ATTORNEY:	Brian Head	**DATE:** 12-11-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 12-11-12

INTRODUCTION:
This Council Bill authorizes a contract between the Joplin Police Department and the Missouri Highways and Transportation Commission (MHTC). This agreement represents funds/grant allocated to purchase a DWI vehicle.

DISCUSSION:
Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2008-2010 period, 460,267 traffic crashes occurred in the State. Of those, 0.5% resulted in a fatality and 3.3% involved someone being seriously injured. During the same time period, there were 23,064 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 800 people were killed and another 3.310 were seriously injured.

This agreement is part of a project to reduce traffic fatalities. The goals and objectives for the project are to decrease fatalities involving drivers with a .08 BAC or greater by 2% annually:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

SUMMARY:
Amendment to capital expense for the purchase of a DWI vehicle between the City of Joplin, Missouri and the Missouri Highways and Transportation Commission (MHTC); the procurement will result in a one-time amount of Thirty Thousand Dollars ($30,000.00); with a reimbursement of Thirty Thousand Dollars ($30,000.00) to the City of Joplin, Missouri by the Missouri Department of Transportation Highway Safety.

Joplin Police Department recommends approval of this proposal on an emergency basis.

LJR/ts
attachment

COUNCIL BILL NO. 2012-629 ORDINANCE NO.

AN ORDINANCE approving a grant to the City budget for the capitol purchase of a DWI vehicle by and between the City of Joplin, Missouri and the Missouri Highways and Transportation Commission (MHTC), with the provision of procuring the vehicle and equipment in a one-time amount of Thirty Thousand Dollars ($30,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance No. 2012-186 on October 15, 2012; and containing an emergency clause.

WHEREAS, the City of Joplin utilizes the full-time DWI vehicle for public safety to develop and implement a high visibility DWI enforcement plan; and

WHEREAS, when alcohol and other drugs contributing to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury; and

WHEREAS, the project goal is to decrease fatalities involving drivers with .08 BAC or greater by 2% annually.

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

Section 1. That the grant for a DWI vehicle by and between the City of Joplin and MHTC, in a total amount of Thirty Thousand Dollars, ($30,000.00), providing for the purchase of an additional vehicle. Following said procurement, a reimbursement in the amount of Thirty Thousand Dollars ($30,000.00) will be issued to the City of Joplin by the Missouri Department of Transportation, Division of Highway Safety.

Section 2. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing revenues by the total amount of Thirty Thousand Dollars and No Cents ($30,000.00) and by increasing appropriations by the total amount of Thirty Thousand Dollars and No Cents ($30,000.00).

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

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

Section 5. That this Ordinance is an emergency within the meaning of Section 2.12(1) of

the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CONTRACT

Form HS-1 **Revision Reason:** Other **Version:** 4 11/20/2012

Missouri Department of Transportation
Traffic and Highway Safety Division
P.O. Box 270
1320 Creek Trail Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Full-Time DWI Unit
Project Number: 13-154-AL-041
Program Area: 154 Alcohol Project
Funding Source: 154 AL / 20.607

Type of Project: Initial
Started: 10/01/2012

Name of Grantee
Joplin Police Dept.

Grantee County
Jasper

Grantee Address
303 E. 3rd St.

Joplin, MO 64801-2316

Telephone	Fax
417-623-3131	417-623-4604

Federal Funds Benefiting

State:	
Local:	$93,080.78
Total:	$93,080.78

Source of Funds

Federal:	$93,080.78
State:	
Local:	$58,014.78
Total:	$151,095.56

Contract Period
Effective: 10/01/2012
Through: 09/30/2013

Prepared By
Hodges, Jeremy

Authorizing Official **Date**

Project Director **Date**

Highway Safety Director **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $93,080.78** ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. **RELATIONSHIP**: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Grantee.

II. **EQUIPMENT**

A. **PROCUREMENT**: Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of $3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Grantee must have written approval from the MHTC prior to bid approval and purchase.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. **DISPOSITION**: The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.

C. **REPLACEMENT**: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

III. **FISCAL RESPONSIBILITY**

A. **MAINTENANCE OF RECORDS**: The Grantee agrees that Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE**: The MHTC agrees to reimburse the Grantee for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. AUDITS: Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. **OMB AUDIT**: If the Grantee expends five hundred thousand dollars ($500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars ($500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. Failure to furnish an acceptable audit may be basis for refunding federal funds to MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

IV. **TERMINATION**: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. **STATUTORY REQUIREMENTS**

A. **COMPLIANCE**: The Grantee agency must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo–Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
3. Nondiscrimination-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year
6. Hatch Act-5 United States Code Sections 1501-1508-Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office

VI. **PRODUCTION & DEVELOPMENT COSTS**: Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as MHTC deems appropriate

VII. **INDEMNIFICATION**: Option 1 below only applies to Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

B. The Grantee will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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.

OPTION 2:

To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

VIII. **AMENDMENTS**: The Budget Proposal within this Agreement may be revised by the Grantee and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Grantee shall submit a written request to MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.

IX. **MHTC REPRESENTATIVE**: The MoDOT Traffic and Highway Safety Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

X. **ASSIGNMENT**: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XI. **LAW OF MISSOURI TO GOVERN**: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

XIII. **SECTION HEADINGS**: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XIV. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006**: The Grantee shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

The Grantee hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding $10,000) the following equal opportunity clause:

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

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.

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

C. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the MoDOT, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.

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

E. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, NHTSA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the MoDOT, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

NONSEGREGATED FACILITIES

(Applicable to contracts over $10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

FUNDING ORIGINATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Prevention Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grant
1906	20.611	Grant Program to Prohibit Racial Profiling
2010	20.612	Motorcyclist Safety Grant
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies offering the MHTC-funded courses must adhere to the following standard elements required for training contracts.

A. A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:
   1. Student Evaluation of the training
      a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
      b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
   2. Instructor evaluation of the students' comprehension and understanding of the material presented.

C. The grantee must provide a sign-up sheet for every class-a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:
   1. Title of the class
   2. Date(s) and location of class
   3. Name of attendees
   4. Signature of attendees
   5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least **three (3)** contacts per hour when conducting an enforcement project.
4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form.*
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Grantee at officer's standard rate of pay in accordance with Grantee policies and procedures regarding standard rate of pay and overtime rate of pay. The Grantee will not be reimbursed at the overtime rate for work that according to Grantee's own policies and procedures does not constitute overtime.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of SFST training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

F. SOBRIETY CHECKPOINTS

1. The MHTC will fund enforcement agencies, on an overtime basis, to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2008-2010 period, 460,267 traffic crashes occurred in the State. Of those, 0.5% resulted in a fatality and 3.3% involved someone being seriously injured. During the same time period, there were 23,064 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 800 people were killed and another 3,310 were seriously injured.

PROJECT DESCRIPTION

Project Description information will be captured in the supplemental section.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have an internal safety belt policy for all personnel?	Yes
2	Does your agency report racial profiling data annually?	Yes
3	Does your agency report to STARS?	Yes
4	Does your agency report UCR information annually?	Yes
5	Please explain any NO answer(s) to questions 1-4:	
	Please use the most current 12-months of data available for answering questions 6-10.	
6	Total number of DWI violations written.	596
7	Total number of speeding violations written.	983
8	Total number of HMV violations written.	9881
9	Total number of child safety/booster seat violations written.	74
10	Total number of safety belt violations written.	2091
	Use the most current three years crash data for questions 11-19.	
11	Total number of traffic crashes.	6104
12	Total number of traffic crashes resulting in a fatality.	15
13	Total number of traffic crashes resulting in an injury.	1044
14	Total number of speed-related traffic crashes.	479
15	Total number of speed-related traffic crashes resulting in a fatality.	5
16	Total number of speed-related traffic crashes resulting in an injury.	125
17	Total number of alcohol-related traffic crashes.	166
18	Total number of alcohol-related traffic crashes resulting in a fatality.	5
19	Total number of alcohol-related traffic crashes resulting in an injury.	50
	Enter your agency's information below.	
20	Total number of commissioned law enforcement officers.	111

21 Total number of commissioned patrol and traffic officers. 51

22 Total number of commissioned law enforcement officers available for overtime enforcement. 105

23 Total number of vehicles available for enforcement. 41

24 Total number of radars/lasers. 43

25 Total number of in-car video cameras. 26

26 Total number of PBT's. 9

27 Total number of Breathalyzers. 3

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

28 Identify the primary enforcement locations.

Enforcement will be conducted on Joplin city streets, primarily around bar areas and in high DWI crash and arrest areas.

29 Enter the months in which enforcement will be conducted.

Enforcement will be conducted October 2012-September 2013. Unit operations will increase during warmer weather months, as more agencies will hold sobriety checkpoints at this time and will require the DWI unit's assistance.

30 Enter the number of enforcement periods your agency will conduct each month. 8

31 Enter the days of the week in which enforcement will be conducted.

Enforcement will primarily be conducted Tuesday through Saturday, which are the days that see the most bar activity, which yields more drivers under the influence.

32 Enter the time of day in which enforcement will be conducted.

The unit will primarily conduct enforcement between 5:00 PM and 3:00 AM.

33 Enter the number of officers assigned during the enforcement period. 2

34 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

The work of the DWI unit requires the following supplies: printer cards, mouthpieces and solution for the breath instruments, and mouthpieces for the various PBT's used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Breath Instrument	Printer cards	1.00	$300.00	$300.00	$0.00	$300.00
	Breath Instrument	Mouthpieces	1.00	$1,000.00	$1,000.00	$0.00	$1,000.00
	Breath Instrument	Solution	1.00	$150.00	$150.00	$0.00	$150.00
	PBT	Mouthpieces	1.00	$500.00	$500.00	$0.00	$500.00
	Vehicle	Police Vehicle, fully equipped (includes but not limited to police radio, emergency lighting, radar, camera, vehicle graphics)	1.00	$30,000.00	$30,000.00	$0.00	$30,000.00
					$31,950.00	**$0.00**	**$31,950.00**
Personnel							
	Salary and Fringe	Full Time Officer Salary and Fringe	1.00	$105,752.56	$105,752.56	$52,876.28	$52,876.28
	Overtime and Fringe	Full Time DWI Unit Overtime	1.00	$10,277.00	$10,277.00	$5,138.50	$5,138.50
					$116,029.56	**$58,014.78**	**$58,014.78**
Training							
	Professional Development	LETSAC Conference	2.00	$600.00	$1,200.00	$0.00	$1,200.00
	Professional Development	DWI Interdiction Training	1.00	$1,416.00	$1,416.00	$0.00	$1,416.00
	Professional Development	DRE Recertification Training	1.00	$500.00	$500.00	$0.00	$500.00
					$3,116.00	**$0.00**	**$3,116.00**
				Total Contract	**$161,095.56**	**$58,014.78**	**$93,080.78**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 17, 2012

Item: COUNCIL BILL NO. 2012-630
Originating Department: PUBLIC WORKS – AIRPORT
Attachments: 1) Council Bill, FBO Facility Lease Agreement.

Airport Manager:	Steve Stockam S.S.	Date: 12/11/12
Department Head:	David Hertzberg DH	Date: 12/10/12
Finance Department:	Leslie Jones LJ	Date: 12-11-12
City Attorney:	Brian Head	Date: 12/11/12
City Manager:	Mark Rohr MR	Date: 12-10-12

INTRODUCTION:

The Joplin Regional Airport issued a Request for Qualification (RFQ) on September 2, 2012 seeking a qualified FBO tenant wishing to occupy the Fixed Base Operator Facility located at the Joplin Regional Airport, Joplin, MO. The best qualified applicant would have the right to negotiate a lease agreement with the Airport for the use of the FBO facility. Duration of the lease would be for five (5) years with two (2), five (5) years options. The applicant would be required to have, or obtain within 90 days, an approved FBO Operational Agreement with the Airport and would be subject to the ordinances and regulations governing the same.

DISCUSSION:

The Joplin Regional Airport evaluated all the submitted qualification in accordance with the Selection Process outlined in the RFQ. The five member team used a point system to quantify each category. Based on the evaluation of the five member committee the Joplin Regional Airport accepted the qualifications of Mizzou Aviation as the best qualified to occupy the FBO facility at the Joplin Regional Airport. The Airport then proceeded with the development of lease contract documents for the FBO facility. The projected revenue value this lease agreement will produce over the full optioned term would be $ 756,000 or $50,400 annually.

RECOMMENDATION:

Staff requests adoption of this council bill on an emergency basis.

602 S. Main Street
Joplin, MO 64801
417-623-0262
Fax 417-625-4714
E-mail: sstockam@joplinmo.org

FBO Facility Letter of Intent

RE: Request for Qualification FBO Facility

Thank you for submitting your qualification dated September 21, 2012 for the above reference project. The City of Joplin/Joplin Regional Airport has evaluated the all submitted qualification in accordance with the Selection Process outlined in the RFQ. The five member team used a point system to quantify each category. The points from each member were added up for the final score as seen in the table below.

Criteria Number	Alpha Air Center Score	Mizzou Aviation Score	Possible Total
1	89	119	125
2	113	118	125
3	100	70	100
4	45	74	75
5	71	72	75
Totals	418	453	500

There were three Criteria's that really decided the difference between the two applicants.

Criteria #1 referenced the compliance to the Airport Operational Agreement. Mizzou Aviation is in full compliance while Alpha Air has a conditional compliance as they are working on obtaining some required FAA Certificates for full compliance.

Criteria #3 referenced the Total Compensation to the Airport. Alpha Air proposed a gross lease of $6110.25 per month verses the Mizzou Aviation proposal of $4,200 per month triple net lease. While most of the evaluators gave the higher score to Alpha Air the difference between both proposals could be a wash if you factor in the monthly upkeep of the facility.

Criteria #4 referenced the Experience and Performance history of the applicants. Mizzou Aviation and it owner have substantially more experience in the Aviation business/industry then those of Alpha Air.

Based on the evaluation of the five member committee the City of Joplin/Joplin Regional Airport hereby accepts the qualifications of Mizzou Aviation as the best qualified to occupy the FBO facility at the Joplin Regional Airport. Please consider this letter as authorization to proceed with the development of Lease Contract Documents for the FBO facility.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2012, between the **CITY OF JOPLIN**, a Missouri Municipal Corporation (hereinafter referred to as "Lessor") and **RLS RENTAL COMPANY, INC., d/b/a MIZZOU AVIATION** (hereinafter referred to as the "Lessee").

WHEREAS, Lessor owns and operates the Joplin Regional Airport, located in Joplin, Missouri (hereinafter called the "Airport"), and owns an office and hangar facility located at 5497 Dennis Weaver Drive, and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein and the improvements thereon, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain, and utilize said office space and hangar facility in accordance with standards established by Lessor, if granted a lease of sufficient term of said hangar.

W I T N E S S E T H:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant the after-mentioned land and improvements and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

ARTICLE I - PREMISES AND PRIVILEGES

1.01. DESCRIPTION OF PREMISES DEMISED. The premises hereby leased are located at 5497 Dennis Weaver Drive and described on Exhibit "A", attached hereto and incorporated herein by reference.

1.02. DESCRIPTION OF GENERAL PRIVILEGES, USES AND RIGHTS. Lessor hereby grants to Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the Airport.

A. The general use of all public airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided. For the purpose of this Lease, "public airport facilities" shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, terminal facilities, or other public facilities appurtenant to said Airport.

B. The right of ingress and egress from the demised premises over and across public roadways serving the Airport for Lessee, and Lessee's agents and servants, patrons and invitees, suppliers of service, and furnishers of material. Said right shall be subject to such generally applicable ordinances, rules and regulations as now or may hereinafter be in force and effect at the Airport.

1.03. DESCRIPTION OF SPECIFIC PRIVILEGES, USES AND RIGHTS. In addition to the general privileges, uses and rights hereinbefore described and without limiting the generality thereof, Lessor hereby grants to Lessee:

A. The right to occupy the office and hangar facility for the purposes of providing its fixed base operations.

1.04. CONDITIONS OF GRANTING LEASE. The granting of this Lease and its acceptance by Lessee is conditioned upon the following covenants:

A. No functional alteration of the premises described on Exhibit "A" or functional change in the uses of such premises shall be made which shall substantially affect the use

by Lessee of the demised premises, without the specific written consent of Lessor. Lessor specifically consents and agrees that Lessee may move and/or reconfigure the offices located within the demised premises at its own cost and expense. Lessee agrees that any such work will be completed in a workmanlike manner.

B. The right to use said public airport facilities in common with others authorized so to do shall be exercised only subject to and in accordance with the law of the United States of America, the State of Missouri, the Lessor, the rules and regulations promulgated by their authority with reference to aviation and air navigation; and all reasonable and generally applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

C. Lessor shall have a right of entry to inspect and view the premises upon twenty–four (24) hours notice to Lessee.

ARTICLE II - OBLIGATIONS OF LESSOR

2.01. CLEAR TITLE. Lessor covenants and agrees that at and until the granting and delivery of this Lease it is well seized of the demised premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease; and that Lessor has full right and authority to lease the same as herein set forth. Lessor further covenants that all things have happened and been done to make its granting of said Lease effective and Lessor warrants to Lessee peaceful possession and quiet enjoyment of the demised premises during the term hereof, upon performance of Lessee's covenants herein.

2.02. OPERATION AS PUBLIC AIRPORT. Lessor covenants and agrees that during the term of the Lease, including any renewal terms set forth in Paragraph 4.02 below, it will operate and maintain the Airport and its public airport facilities, as defined hereinabove, as a public airport

consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act. Thereafter, Lessor may, but shall not be obligated to, maintain the Airport under the terms of this Lease.

2.03. CONDITION AND MAINTENANCE OF PREMISES. Lessor covenants and agrees that it shall survey and locate the corners of demised premises. Lessor shall assume no further responsibility as to the condition of the demised premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the premises in a safe and serviceable condition. Lessor shall, however, maintain all roads and access gates on the Airport giving access to the leased premises in good and adequate condition for use by cars and trucks and shall maintain free access to the leased premises over said roads at all times.

2.04. TAXIWAY ACCESS. Lessor covenants and agrees to control parking of aircraft and vehicles by other users of the Airport so as to permit safe access by Lessee from the demised premises to taxiways and runways and to prevent the parking of other users' aircraft and vehicles on aprons and parking areas reserved for the use of Lessee.

ARTICLE III - OBLIGATIONS OF LESSEE

3.01. NET LEASE. This Lease in every sense shall be without cost to the Lessor for the maintenance, repair, utilities and insurance of the demised premises. It shall be the sole responsibility of the Lessee to keep, maintain, repair and operate the entirety of the demised premises and all improvements and facilities placed thereon at Lessee's sole cost and expense.

3.02. CONDITION OF PREMISES. Lessee has inspected the demised premises and accepts the demised premises in its present condition and, without expense to Lessor, will repair and maintain any installations thereon and remove or cause to be removed any debris to the extent required for its use thereof.

3.03. MAINTENANCE. Lessee shall, at its sole cost and expense, maintain the demised premises and the buildings, improvements, and appurtenances thereto, in a presentable condition consistent with good business practices. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands, buildings and improvements; and shall repaint the buildings as necessary. The parties will agree as to the applicable maintenance standards. In the event a disagreement arises as to maintenance standards, it shall be resolved by arbitration pursuant to Paragraph 9.01. The arbitration panel shall determine a standard consistent with that in effect as to other aircraft hangars on the Airport and Lessee shall promptly meet such standard.

3.04. UTILITIES. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof.

3.05. TRASH, GARBAGE, ETC. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation on the demised premises. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the demised premises shall not be permitted.

3.06. SIGNS. Lessee shall not maintain any billboards or advertising signs upon the outside of any improvements on the demised premises other than its name(s) or company logo; provided however, that any such sign shall be erected in conformance with the then-applicable general restrictions imposed by Lessor at the Airport.

3.07. STORAGE AND VEHICLE PARKING. Except for its aircraft and items related to Lessee's flight staff, the operation, support and maintenance of its aircraft and the demised

premises, Lessee will not store any property on the demised premises; provided however, that vehicles used by Lessee's flight staff may be parked in the private secured parking area of the premises at any and all times during the term and vehicles belonging to Lessee or persons traveling on Lessee's aircraft may be secured in or on the demised premises during such trips, and provided further that Lessee may store property awaiting transport on aircraft or awaiting ground transport after arrival on aircraft.

3.08. INSURANCE. As this is a triple net lease, Lessee agrees to pay to Lessor Five Hundred Dollars ($500.00) per month, and in return Lessor will insure the demised premises from loss or damage to the property. This policy will not insurance the Lessee's operations, nor will it provide renter's insurance or general liability insurance form Lessor's operations. This payment can be made annually or monthly included with the monthly rental amount.

3.09 FBO AGREEMENT. As a condition of this Lease, Lessee shall have an FBO Agreement in effect with the City of Joplin and be in full compliance therewith.

ARTICLE IV - TERM OF LEASEHOLD

4.01. INITIAL TERM. The initial term of this Lease shall be for a period of five (5) years commencing on the day of January 1, 2013, and ending December 31, 2017.

4.02. OPTIONS TO RENEW. Lessee shall have the option to renew this Lease upon the same terms and conditions for two (2) successive five (5) year terms following the initial term. Lessee shall be required to give written notice to Lessor not less than ninety (180) days prior to the expiration of the preceding term, of Lessee's intent not to exercise each option for a renewal term. If this notice is not given, then the Lease Agreement shall automatically renew for an additional five (5) year term as stated above.

4.03. NATIONAL EMERGENCY. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease may, at Lessee's option, be extended by the amount of the period of such suspension. To exercise this option, Lessee shall give Lessor notice of intent to extend within ninety (90) days following the effective date of termination of said suspension.

ARTICLE V - RENTALS AND FEES

5.01. RENTAL FEES FOR INITIAL LEASE TERM. For the Demised Premises leased hereunder, Lessee shall pay to Lessor hangar lease rent in the amount of Two Hundred Fifty Two Thousand Dollars ($252,000.00), to be paid in sixty (60) equal monthly installments of Four Thousand Dollars ($4,200.00) per month, payable in advance on the 1st day of every month, the first payment being due on January 1, 2013. In the event that LESSEE desires to renew this lease as described in Paragraph 4.02, monthly rent due and payable hereunder shall be increased for the next five (5) year renewal term to an amount equal to the sum of the amount of monthly rent payable in the last month of the previous five (5) year term, plus the product of the amount of the monthly rent payable in the last month of the previous five (5) year term multiplied by seven percent (7%). No failure by Lessor to notify Lessee of the amount of the rent increases due hereunder shall relieve Lessee from responsibility for payment thereof and should, through inadvertence, Lessor fail or neglect to notify Lessee of the amount of such rent increases until after the same are to become effective, the same shall become effective retroactive to the date on which the same were to be adjusted, and Lessee shall pay the full amount of any resulting arrearages in a lump sum upon Lessor's demand.

5.02. ADDITIONAL PAYMENTS. Insurance reimbursement shall be paid by Lessee to Lessor in accordance with Paragraph 3.08.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION. Lessor shall stand indemnified by Lessee as herein provided. Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible therefor. In the use of the Airport, in the erection or construction of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify and save harmless the Lessor for claims directly arising solely due to the negligence of the Lessee. Lessee shall promptly, after the execution of this Lease, provide public liability insurance for personal injuries/death and property damage growing out of any one accident or other cause in a minimum sum of Five Million Dollars ($5,000,000.00), subject to Lessee's standard deductibles. Lessee shall maintain said insurance with insurance underwriters authorized to do business in the State of Missouri satisfactory to Lessor, such approval not to be unreasonably withheld. All policies shall name Lessor, its officers, servants, agents, and employees as additional insured. Lessee shall furnish Lessor with a Certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this Lease, or shall deposit with Lessor copies of said policies. Said policies or certificates shall contain a provision that, in the event of cancellation by the insurer, the insurer shall endeavor to deliver written notice to Lessor thirty (30) days in advance of the effective date thereof.

ARTICLE VII - TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

7.01. TERMINATION. This Lease shall terminate at the end of the full term hereof and Lessee shall have no further right or interest in the demised premises or improvements thereon, except as provided in Paragraph 4.02.

7.02. CANCELLATION BY LESSEE. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

A. The permanent abandonment of the Airport as an air terminal.

B. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon.

C. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

D. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same. Provided, however, if upon receipt of notice Lessor shall have promptly begun efforts to remedy the default and shall be diligently pursuing such efforts Lessor shall be permitted to remedy the default without termination of this Lease. Lessee may exercise such right of termination by written notice to Lessor at any time after the elapse of the applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of said termination.

7.03. CANCELLATION BY LESSOR. This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after the time such payments become due and such default continues for a period of fifteen (15) days after receipt of written notice from Lessor of said default.

B. File a voluntary petition in bankruptcy.

C. Make a general assignment for the benefit of creditors.

D. Abandon the demised premises.

E. Fail to replace any improvements which have been destroyed by fire, explosion, etc., within six (6) months from the date of such destruction, provided that delays which are not the fault of Lessee such as those caused by strikes, adverse weather, or acts of God shall not be chargeable against such six month period, or

F. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice

from Lessor of said default. Provided however, if upon receipt of notice Lessee shall have promptly begun efforts to remedy the default and shall be diligently pursuing such efforts, Lessee shall be permitted to remedy the default without termination of this Lease. In any of the aforesaid events, Lessor may take immediate possession of the demised premises and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate. Any rental due hereunder shall be payable to said date of termination. Failure of Lessor to declare this Lease terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms hereof.

7.04. SUSPENSION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government, shall be suspended provided that the term of this Lease may, at Lessee's option, be extended by the amount of the period of such suspension. To exercise this option, Lessee shall give Lessor notice of intent to extend within ninety (90) days following the effective date of termination of said suspension.

7.05. SUBLEASING. Lessee shall not have the right to sublease or assign this Lease Agreement without the prior written consent of Lessor. Any attempt to sublease or assign this Lease Agreement without Lessor's written consent shall be null and void. If consent is granted to any sublease or assign, it shall not, in any way, obviate or waive any of the covenants and conditions imposed upon Lessee.

ARTICLE VIII - RIGHTS UPON TERMINATION

8.01. GENERAL. At the termination of this Lease for any reason except as outlined in Paragraph 7.02 hereof, Lessor shall be entitled to take possession of all improvements which have been constructed by Lessee on the demised premises.

ARTICLE IX - GENERAL PROVISIONS

9.01. ARBITRATION. In any event and notwithstanding any provisions made in this Lease, the parties hereto will submit to arbitration any question or dispute, except non-payment of rentals arising between said parties as to the interpretation of any term, condition or covenant herein contained or with respect to any matter of compliance or non-compliance with the terms hereof. Lessor and Lessee shall each select one arbitrator and the two so chosen shall then select a competent and disinterested person to serve as a third arbitrator; the arbitrators together shall then consider the question(s) or the dispute(s) submitted to them in writing by the parties hereto, and the decision in writing of any two shall determine the particular question or dispute under consideration. The parties hereto expressly disclaim any intention to require any arbitrator to be a member of any formal arbitration organization or to require the arbitrators to be bound by the rules of any formal arbitration organization or to adhere to any formalized procedure in considering the dispute; it being the intent of the parties that the arbitrators should endeavor to resolve disputes by as speedy, informal and inexpensive means as practical under the circumstances. The parties hereto shall bear equally the expense of said arbitration. The parties may also agree in writing on an alternate means of dispute resolution.

9.02. CONTINUITY OF DEEDS AND COVENANTS. Lessor agrees that the covenants set forth in this Lease shall apply equally to all like tenants and shall not be changed at any time during the term of this lease to permit a lower standard of occupancy or improvements; provided, however, that at any time after the first ten (10) years of occupancy, Lessor shall have the right to make such changes in uses and types of improvements for subsequent tenants as at that time may become desirable because of the development of new concepts or improved construction and architectural techniques. However, at no time during the term of this Lease shall the standards of

occupancy or improvements be lowered in a manner inconsistent with the intent of the standards set forth.

9.03. ATTORNEYS' FEES. In any action brought to enforce the obligations of a party hereunder, Lessor shall be entitled to recover interest on money due and reasonable attorneys fees.

9.04. TAXES. Lessee agrees to pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the demised premises or any improvements placed thereon as a result of Lessee's occupancy, except real estate taxes on land.

9.05. RELOCATION OF IMPROVEMENTS. In the event Lessor requires the demised premises for expansion or development of the Airport, Lessor reserves the right, on six (6) months' notice, to relocate or replace Lessee's improvements in substantially similar form at another generally comparable location at said Airport. If the proposed relocation is not satisfactory to Lessee, Lessee may terminate this Lease.

9.06. SUBORDINATION OF LEASE. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the property under lease, Lessor shall in good faith make all reasonable efforts to relocate the improvements under the terms of Paragraph 9.05.

9.07. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Lease.

9.08. NOTICES. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to: City Manager, 602 S. Main Street, Joplin, Missouri, 64801, and notices to Lessee, if sent by certified mail, postage prepaid to: Mizzou Aviation, 5497 Dennis Weaver Drive, Webb City, MO 64870, or to such other addresses as the parties may designate to each other in writing from time-to-time.

9.09. SUCCESSORS AND ASSIGNS. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors and, to the extent assignment is permitted, assigns of the respective parties hereto.

9.10. RIGHT OF FLIGHT. Lessor reserves the right of flight for the passage of aircraft above the surface of the demised premises, together with the right to cause in such airspace such noise as may be inherent to the operation of aircraft now known or hereafter used; and Lessor reserves the right of using airspace for landing at, taking off from, or operating aircraft on said Airport.

9.11 CONTINGENT ON APPROVAL OF CITY COUNCIL. This Lease Agreement is contingent on approval by the Joplin City Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day of _____, 2012.

City of Joplin, Missouri, a Municipal Corporation

By: _____

R. Mark Rohr, City Manager

ATTEST:

_____

Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____

City Attorney

RLS Rental Company, Inc., d/b/a Mizzou Aviation

By: _____

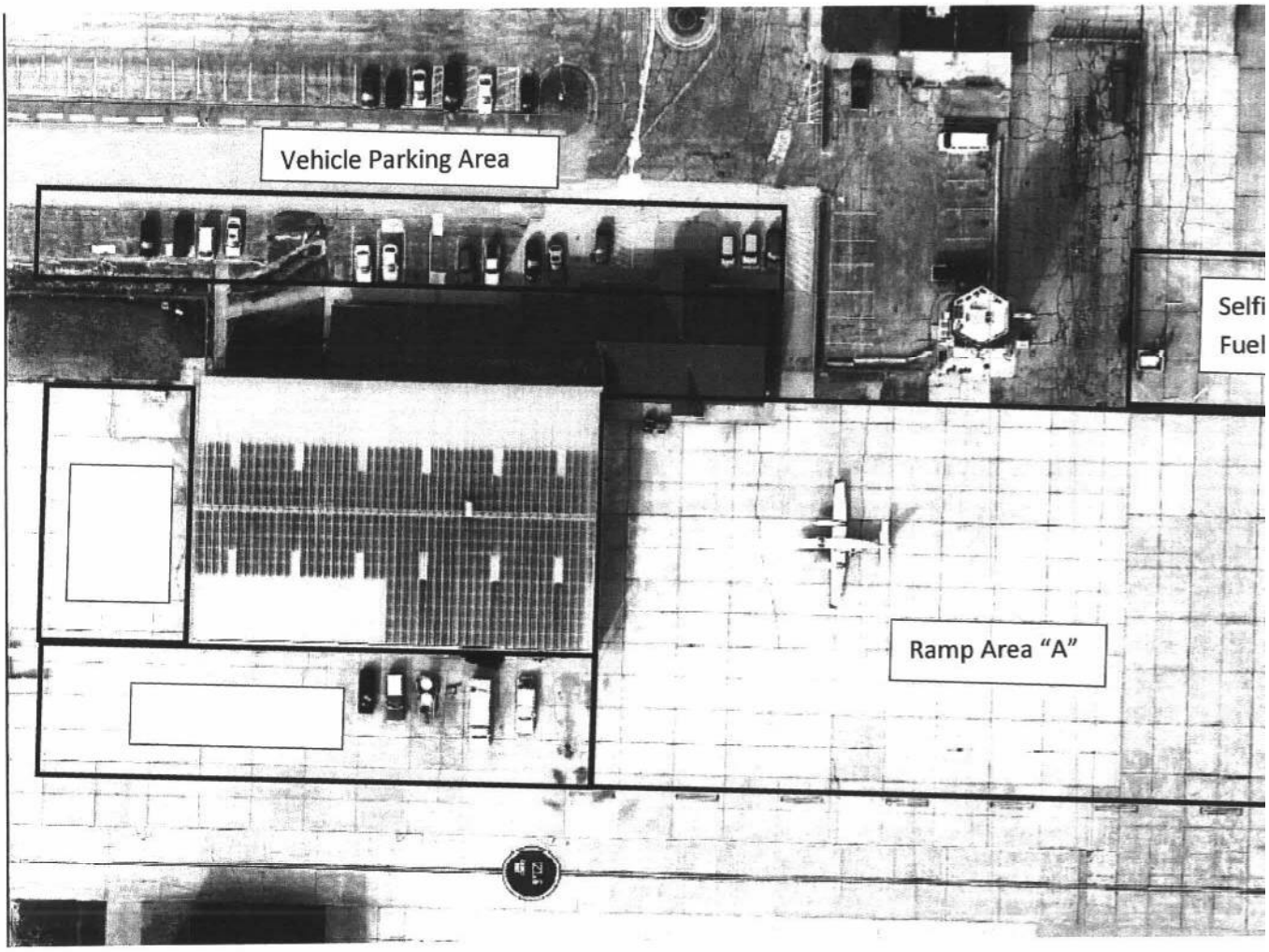
Wayne Adolphsen, President

ATTEST:_____

APPROVED AS TO FORM:

_____

Ron Mitchell, Attorney for Lessee



The FBO Facility Agreement will include the office building, hangar, and the areas outline abov
parking.

COUNCIL BILL NO. 2012-630 **ORDINANCE NO.**

AN ORDINANCE approving the FBO Facility Lease Agreement by and between the City of Joplin and RLS RENTAL COMPANY, INC., d/b/a MIZZOU AVIATION at the Joplin Regional Airport, and containing an emergency clause.

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

Section 1. That a FBO Facility Lease Agreement with RLS RENTAL COMPANY, INC., d/b/a MIZZOU AVIATION to occupy the Fixed Base Operator Facility located at the Joplin Regional Airport, Joplin, MO. 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

COUNCIL BILL NO. 2012- 173 **ORDINANCE NO.** 2012-219

AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director to execute said Agreement.

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

That the City enter into an agreement between the City of Joplin and U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of December, 2012.

Melodee Colbert Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney