INFORMAL AGENDA

February 19, 2013

5:15 p.m.

THERE IS NO INFORMAL MEETING

COUNCIL AGENDA

February 19, 2013

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**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**

8. **Consent Agenda**
   1. Minutes of the February 4, 2013 meeting

   2. AMENDED COUNCIL BILL NO.2013-255 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 PD property as described below and located on the east side of South St. Louis Avenue between Seventh and Eighth Streets in the City of Joplin, Jasper County, Missouri.

   3. COUNCIL BILL NO. 2013-256 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at the

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.

northeast corner of Eighth Street and South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2013-600 - AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013- 147- AN ORDINANCE approving the Purchase Order with the Fabick Caterpillar, in the amount of One Hundred Forty Thousand and no/100 Dollars ($140,000.00), in the City of Joplin, Missouri; providing how the cost shall be made and levied, and amending the Annual Budget of the City of Joplin for Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and containing an emergency clause.

2. COUNCIL BILL NO. 2013-148 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property, described as Lot Numbered Seven (7) in PARKER DEVELOPMENT SUBDIVISION, in the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

3. COUNCIL BILL NO. 2013-149 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property, described as Lot Numbered One (1) in Sunset Ridge Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said easements; and containing an emergency clause.

4. COUNCIL BILL NO. 2013-150 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property, described as Lot Numbered Sixteen (16) in SUNSET RIDGE ADDITION, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said easements; and containing an emergency clause.

5. COUNCIL BILL NO. 2013-151 - AN ORDINANCE approving the purchase of a right of way from property at 3031 Sunset Drive East, consisting of land described as part of Lot Numbered Five (5) in SUNSET RIDGE FIFTH ADDITION to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand and 00/100 dollars ($2,000) and containing an emergency clause.

6. COUNCIL BILL NO. 2013-152 - AN ORDINANCE approving the purchase of right of way and a temporary construction easement from property at 2907 W. 26th Street, consisting of property lying in the SOUTHEAST QUARTER OF THE NORTHEAST

QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Five Hundred and 00/100 dollars ($1,500.00) and containing an emergency clause.

7. COUNCIL BILL NO. 2013-153 - AN ORDINANCE approving the purchase of a permanent slope easement from property at 2024 W. 26th Street, consisting of property lying in the NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Three Hundred and 00/100 dollars ($300.00) and containing an emergency clause.

8. COUNCIL BILL NO. 2013-154 - AN ORDINANCE approving the purchase of right of way and a temporary construction easement from William D. Cook for property at 1627 W. 26th Street, consisting of property lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Two Hundred and 00/100 dollars ($2,200.00) and containing an emergency clause.

9. COUNCIL BILL NO. 2013-155 - AN ORDINANCE approving the purchase of right of way and a temporary construction easement from the Vicki A. Cook Trust for property at 1627 W. 26th Street, consisting of property lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Six Thousand and 00/100 dollars ($6,000.00) and containing an emergency clause.

10. COUNCIL BILL NO. 2013-400 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2012 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

11.COUNCIL BILL NO. 2013-601 - AN ORDINANCE approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Design Services for a Taxiway at the Joplin Regional Airport, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012,to adjust appropriations and containing an emergency clause.

12.COUNCIL BILL NO. 2013-603 – AN ORDINANCE approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Design Services for a Service Road at the Joplin Regional Airport, and amending the Annual Budget of the city of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15,2012, to adjust appropriations and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2013-156 - 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.

2. COUNCIL BILL NO. 2013-604 – AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2012, more specifically for the purpose of evaluating certain Council employees. 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 4:30p.m. on this the 14 day of February, 2013. (RSMo 610.020)

INFORMAL NOTES

February 4, 2013

Discussion of pool fees and summer camp	Chris Cotton, Park and Rec Director and Paul Bloomgren discussed pool operations with Council. A request to have a day camp at the Carver Nursery using the Ewert ball field and swimming facility. Transportation for children would not be needed. Weekly fees for day cam would be $75.00 with scholarships available. Ages for camp would be K-3 and 4th -6th grades. Hours of operation would be 7:30pm -5:30pm. Council consented to give it a try. Chris discussed raising the pool fees. They also discussed the swim program. Mr. Scearce felt the need to continue teaching the city kids to swim. Dr. Rosenberg felt he would like to see a 50% recovery- maximizing the number of swimmers. Council decided to leave the pool fees the same at Ewert pool for this year but increase Cunningham by $.50 and raise Schifferdecker to $4.00. A formal request will come back to Council for approval.
Appointments/Reappointments to Boards and Commissions	Council consented to Appoint Melvin Walbridge to the Airport Board and Reappoint Chris Beyer and Wendy Douglas as alternates to the Joplin Sports Authority Board and Mark Brower to the Parks and Rec Board.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES February 4, 2013

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 – Motion by Dr. Rosenberg, Second by Ms. Raney to excuse Mr. Golden. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0.

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Dr. Rosenberg

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

Report of the activities of the First Response Tornado Board – Chairman Phil Stinnett stated the First Response Tornado Board was organized back in February 21, 2012 by this Council. Members of this board are Ron Darby, Fred Mason Gary Duncan Vice Chair, Paul Teverow and Myself as Chair. He thanked them and commended them for being prepared with this task. He also thanked Mr. Golden as the Council liaison for helping with his duties in getting the binders with the assistance from the City Clerk's office to this board. He further appreciated the work from the City Clerk's office and the City Manager's office for their support help to the board. He thanked Leslie Jones for justifying the finance receipts from the city. He said the board met eight days ago with the Community Foundation of the Ozarks. He further stated the board received a $70,000 donation from Downstream Casino Resort. He stated these funds will allow the board to make a couple of additional grants. He said they have received over five million dollars in requests for funds and have had two grant cycles. He said the board immediately began by using a little over $100,000 for the distribution of 4,000 weather radios. The first grant cycle the board spent $350,000. The second grant cycle the board spent $302,000 totaling 27 grants in the two grant cycles. Nineteen of those grants were from local organizations who operate here every day but stepped up with increased programs and increased activity in ways to assist the tornado victims. We have given out approximately $750,000 to this point. We have from this grant cycle two grants the board decided to place on hold. They indicated a desire to fund those two grants. Both of those organizations had grants from our first cycle but the paperwork is not complete to close those out. The board decided to hold on to those to those until the paperwork is complete. The amount of those two grants is about $75,000 - $100,000. This leaves us with about $120,000 - $140,000 in the fund. We have elected to hang on to the money right now to see if there is a specific need or issue that we have in the community. In our bylaws it tells us how to close out our funds to a charitable organization for their use. I don't see us doing this for 6-12 months. These are some of the types of grants that we've given out. A meal delivery truck, a service preparedness education, legal service for low income tornado victims, purchase playground equipment, appliances and household furnishings, tools and materials to Habitat, after school programs for children with emotional trauma from after the tornado, feeding and housing of volunteers, anonymous text line, safe rooms, art therapy, night therapy for children and training for CPR. Thank you for your time.

CITIZEN REQUESTS AND PETITIONS

Linda Lawrence, 2806 North Missouri, requests to address Council concerning a barrier at the rear residents' backyards for protection of children and aesthetics of North Missouri Avenue. Linda Lawrence, 2806 North Missouri addressed Council wanting a safety and noise barrier from the train. She says it is so loud it shakes them. The City Manager said he is going to address the issue this week with MoDOT.

Navid Zaidi, 3110 Sunset Dr. West, addressed Council with concerns that some of the street lights don't work, wants trees on Sunset Ridge, and the appearance of the lots have not been taken care of. The City Manager said overall the tree program will add additional trees to the area. The Parks and Rec Director will be looking into that. Three additional lights are scheduled to go in out there. There are nine individual lots that we have addressed. The Chairman of the Board of Appeals will be asked that the board to be more aggressive.

Dan McCreary, 3131 Sunset Drive, addressed council concerning property in Sunset Ridge Edition that poses either a safety hazard or is an eyesore that is hurting the value at the Sunset Ridge homes that have worked hard to rebuild. He told Council he was appreciative of what the city was doing.

Alden Hawke, 512 E. 32nd addressed council concerning 2 lots he owns in Sunset Ridge addition at 3030 Sunset Dr. West and 3018 Abigail Dr. Alden Hawke addressed Council and said he was building two lots in Sunset Ridge. He had the plans for the two lots. According to the site plans the Council had, they were on lots 4 & 5.

Stephen Menke, 3401 Sunset Dr. addressed council regarding lots in Sunset Ridge subdivision that still have foundations and no building activity. He told Council about the remaining foundations in the neighborhood and said even though his children are older he feels some of those have open basements and they need to be taken care of. He said every time we come through or walk through these neighborhoods it still kills our children's spirits after all these months. We need to let these investors know we are watching what is going on and please take care of this.

Keith Stevens, 3121 Sunset Dr. addressed council regarding unfinished properties in Sunset Ridge subdivision, located on the northwest corner of South Schifferdecker Ave. and West 32nd St.

Oscar Arras, 213 Pecan Hollow Dr Coppell TX, addressed Council concerning the Service Line Protection Program.

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Hogelin

The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2013-254

Mayor Colbert-Kean opened the Public Hearing

No one was in favor of this request.

Allen Shirley, 3520 W. Alabama, appeared in opposition to this request.

Robert Reed, 2312 E. 36 St. appeared in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2012-254. Motion by Mr. Glaze, Second by Mr. Seibert, that Council Bill No. 2012-254 be Denied. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was denied.

COUNCIL BILL NO. 2013-254 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-4 property as described below and located at 2414 and 2418 East 36th Street in the City of Joplin, Newton County, Missouri.

PUBLIC HEARING for Special Use Permit located at 2729 South Joplin Avenue.

Mayor Colbert-Kean opened the Public Hearing

Cardinal Smittle, Springfield, appeared in favor of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Resolution No. 2013-004. Motion by Mr. Glaze, Second by Mr. Seibert, to Approve Resolution No.2013-004. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Resolution was Approved and read as being RESOLUTION NO. 2013- 004

A RESOLUTION granting a Special Use Permit (First Request) to Cynthia Croy for the development of a parking lot located at 2729 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for Special Use Permit located at 510 South Tyler Avenue.

Mayor Colbert-Kean opened the Public Hearing

Ricardo and Alicia Wright, 510 South Tyler Avenue appeared in favor of this request.

Mr. Woolston introduced Resolution No. 2013-005. Motion by Mr. Woolston, Second by Mr. Shaw, to Approve Resolution No. 2013-005. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Resolution was Approved and read as being RESOLUTION NO. 2013- 005

A RESOLUTION granting a Special Use Permit (First Request) to Triple R Recycling for the operation of a solid waste collection and processing facility for recycled materials located at 510 South Tyler Avenue, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-255

Mayor Colbert-Kean opened the Public Hearing

Richard Nixon 7205 S. St. Louis appeared in favor of this request.

Dennis Ruark, 3506 Silver Creek, appeared in favor of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2012-255. Motion by Dr. Rosenberg, Second by Mr. Shaw to Amend Council Bill No.2013-255 to C-3-PD. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

Motion by Dr. Rosenberg, Second by Mr. Shaw to Place Amended Council Bill No. 2013-255 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was read as being AMENDED COUNCIL BILL NO.2013-255

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 PD property as described below and located on the east side of South St. Louis Avenue between Seventh and Eighth Streets in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-255

Mayor Colbert-Kean opened the Public Hearing

Dennis Ruark, 3506 Silver Creek, appeared in favor of this request.

Richard Nixon 7205 S. St. Louis appeared in favor of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2012-256. Motion by Mr. Woolston, Second by Dr. Rosenberg to Place Council Bill No. 2013-256 on First Reading and Advance to Second and Third Reading. Voting in favor

were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was read as being COUNCIL BILL NO. 2012-256

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at the northeast corner of Eighth Street and South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

CONSENT AGENDA APPROVED - Motion by Mr. Shaw Second by Mr. Glaze, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

Minutes of the January 22, 2013 meeting

COUNCIL BILL NO. 2013-250 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1, District R-3, District C-1, and District C-3 and including in District C-3-PD property as described below and located between 30th and 31st Streets, Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No.2013-034

RESOLUTIONS

Mr. Shaw introduced Resolution No. 2013-006. Motion by Mr. Shaw, Second by Mr. Seibert, to Approve Resolution No. 2013-006. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Resolution was Approved as being RESOLUTION NO. 2013-006.

A RESOLUTION of the City of Joplin, Missouri, stating intent to pursue a $20 million EDA grant; and, committing to the match funding of $5-million; and, also committing to the funding of $13-million for the theater portion of the combined project; and, authorizing the City Manager to pursue activities in an attempt to secure the grant and the funding of the library/theater project through the Master Developer.

Mr. Woolston introduced Resolution No. 2013-007. Motion by Mr. Woolston, Second by Mr. Glaze, to Approve Resolution No. 2013-007.Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Resolution was Approved as being RESOLUTION NO. 2013-007.

A RESOLUTION approving a Memorandum of Understanding by and between the City of Joplin and the Joplin Public Library Board of Trustees to define the terms of building a new Library facility in a combined library/theater project in exchange for land at the current library location and authorizing the City Manager to execute said Memorandum by and on behalf of the City of Joplin. Motion by Mr. Woolston, Second by Mr. Glaze, to Approve Resolution No. 2013-007.Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2013-107. Motion by Mr. Shaw Second by Mr. Glaze to Adopt Council Bill No. 2013-107. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-035

AN ORDINANCE approving a contract by and between the City of Joplin, Missouri and Sprouls Construction Company in the amount of Seventy Seven Thousand Fifteen and 50/100 Dollars ($77,015.50) for Trolley Stops 2012 project; authorizing the Director of Public Works to execute said contract; providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-138 - Motion by Mr. Glaze Second by Mr. Seibert to Adopt Council Bill No. 2013-138. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-036

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 517 S. Sergeant in the City of Joplin, Missouri, for the amount of Three Thousand Nine Hundred Fifty and 00/100 Dollars ($ 3,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-139 - Motion by Mr. Glaze Second by Mr. Woolston to Adopt Council Bill No. 2013-139. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-037

AN ORDINANCE authorizing the appointment of one Director and one Alternate to the Southwest Missouri Joint Municipal Water Utility Commission, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-140 - Motion by Mr. Shaw, Second by Mr. Scearce to Adopt Council Bill No. 2013-140. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-038

AN ORDINANCE approving the acceptance of surplus state right of way from the State of Missouri by and through the Missouri Highways and Transportation Commission at 34th and Hearnes Blvd., authorizing the City Manager to execute the appropriate documents; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-141 - Motion by Mr. Shaw Second by Mr. Seibert to Adopt Council Bill No. 2013-141. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-039

AN ORDINANCE approving the purchase of permanent right of way from property at 3101 Sunset Drive, consisting of land described as part of Lot Numbered Four (4) in Sunset Ridge Fifth Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand and 00/100 dollars ($1,000) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-142 - Motion by Mr. Seibert Second by Mr. Glaze to Adopt Council Bill No. 2013-142. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-040

AN ORDINANCE approving the purchase of a temporary easement from property at 2408 Schifferdecker Avenue, consisting of land described as part of Lot Numbered Forty-Three (43) in Wanoka Highlands Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seven Hundred 00/100 dollars ($700) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-143 - Motion by Mr. Seibert Second by Mr. Glaze to Adopt Council Bill No. 2013-143. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-041

AN ORDINANCE approving the purchase of a temporary easement from property at 2440 Schifferdecker Avenue, consisting of land described as part of Lot Eight (8) in Glenwood Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Hundred Twelve 00/100 dollars ($512) and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-144 - Motion by Mr. Seibert Second by Mr. Glaze to Adopt Council Bill No. 2013-144. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-042

AN ORDINANCE approving the purchase of right of way from property at 2605 W. 26th Street, consisting of property lying in the southeast quarter of the northeast quarter of section 16, township 27 north, range 33 west; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Four Hundred Fifty and 00/100 dollars ($1,450.00) and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-145 - Motion by Mr. Glaze, Second by Mr. Woolston to Adopt Council Bill No. 2013-145.Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-043

AN ORDINANCE approving the purchase of right of way from property at 2531 Tyler Avenue, consisting of property lying in the southeast quarter of the northeast quarter of section 16, township 27 north, range 33 west;

in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand Four Hundred and 00/100 dollars ($2,400.00) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-146 - Motion by Mr. Shaw Second by Mr. Seibert to Adopt Council Bill No. 2013-146. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-044

AN ORDINANCE approving the purchase of a temporary construction easement from property at 1701 W. 26th Street, consisting of property lying in the southeast quarter of the northeast quarter of section 16, township 27 north, range 33 west; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Five Hundred and 00/100 dollars ($1,500.00) and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2012-502 - Motion by Mr. Scearce Second by Mr. Shaw to Adopt Council Bill No. 2013-502. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-045

AN ORDINANCE adding a Senior Accountant position and amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2013-600. Motion by Mr. Scearce, Second by Mr. Shaw to Pass Council Bill 2013-600 on First Reading, Advance to Second Reading and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

The Council Bill was read as being COUNCIL BILL NO. 2013-600

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions. Motion by Mr. Scearce, Second by Mr. Shaw to Pass Council Bill 2013-600 on First Reading, Advance to Second Reading and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

Case 006-13: Northeast Corner of 17th Street and Connecticut Avenue – A request for a Site Plan Review for two duplexes in an R-2 PD (Two-Family – Planned Development) zoning district – Mayberry Rentals. Motion by Mr. Scearce, Second by Mr. Shaw to Approve site plans. Voting in favor

were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

Motion by Mr. Woolston, Second by Mr. Glaze to make the following appointments and reappointments to Boards and Commissions: Appointed to the Airport Board was Melvin Walbridge. Reappointed to the Joplin Sports Authority were Chris Beyer and Wendy Douglas. Reappointed to the Parks and Recreation was Mark Brower. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

Motion by Dr. Rosenberg, Second by Ms. Raney for Mayor Colbert-Kean to attend the awards presentation this next week in Washington D.C. for the City Manager. Voting in favor were Council Members: Colbert-Kean, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 7. Nays: 1, Glaze. Abs

Motion by Mr. Scearce Second by Ms. Raney to approve Mr. Shaw to attend MML. 8-0-1.

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

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2012, more specifically for the purpose of evaluating certain Council employees. 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. Glaze, 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, MMC/MPCC
City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 19, 2013
Council Bill No. 2013-147

Item: Motor Vehicle Expenditures
Originating Department: Public Works – Street Division

Attachments: 1) Bid Tabulations
2) Council Bill No. 2013-147

Operations Planning: Jack Schaller	Date: 2/12/13
Department Head: David Hertzberg	Date: 2/12/13
Finance Department: Leslie Jones	Date: 2-13-13
City Attorney: Brian Head	Date: 2/13/13
City Manager: Mark Rohr	Date: 2/12/13

Recommended Action: Approval of the purchase of a Motor Grader for the Street Division.

Background: Following the approval of the FY 2012-2013 Operating Budget by the Council, requests for bids were publically announced for a Motor Grader to be utilized in the Street Division.

Discussion: Three bids were received for the Motor Grader, with the lowest bid presented by Fabick Caterpiller, in the amount of $140,000. The equipment as bid meets the specifications requested by the Public Works Department and is the lowest and best bid of all that were received. This bid is less than what was budgeted for this expenditure. The original bid was $231,000 with a trade- in of our unit # 1281 for $53,000 and a trade in of our unit # 1292 in the amount of $38,000 leaving a balance of $140,000. The budget will need to be amended to allow for the difference of $26,000 to account for the difference in purchase price versus budget price. Trade in's were not included when we did the budget but we were able to get substantially more money than selling them at auction.

Recommendation: It is recommended that the City accept the bid as described for the purchase of a Motor Grader.

CITY OF JOPLIN
BID TABULATION

Bid # 2013-18

Bid For: Motor Grader

Closing Date 1/30/2013

Closing Time 2:00 P.M.

AWARDED

BID PRICE

DEPT

BID OPENED BY : D. Smith & J Schaller

Company	Fabick CAT	Murphy Tractor	Murphy Tractor
Location	3534 E. 20th Joplin, MO	1401 S State HWY MM Springfield, MO	1401 S State HWY MM Springfield, MO
Salesperson	Audy Holman	Pat Welshofer	Pat Welshofer
Telephone	417-540-3005	417-863-1000	417-863-1000
Bid Price/ Delivered	$231,000.00	$225,267.00	$265,367.00
Trade-In # 1281	$53,000.00	$33,000.00	$33,000.00
Trade-In # 1292	$38,000.00	$42,000.00	$42,000.00
Net Bid Price	$140,000.00	$150,267.00	$190,367.00
Manufacturer	CAT	John Deere	John Deere
Model	12M2AWD	672GP	772GP
Year	2013	2013	2013

COUNCIL BILL NO. 2013- 147 ORDINANCE NO.

AN ORDINANCE approving the Purchase Order with the Fabick Caterpiller, in the amount of One Hundred Forty Thousand and no/100 Dollars ($140,000.00), in the City of Joplin, Missouri; providing how the cost shall be made and levied,and amending the Annual Budget of the City of Joplin for Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and containing an emergency clause.

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

Section 1. That the Purchase Order with the Fabick Caterpiller, in the amount of One Hundred Forty Thousand and no/100 Dollars ($140,000.00) in the City of Joplin, Missouri.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute the Purchase Order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

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

Section 4. The fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of Twenty Six Thousand Dollars and No Cents ($26,000) for the purpose of adding additional budget funds for the full purchase price.

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase of appropriations.

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: February 19, 2013
Council Bill No. 2013-148
Item: Acquisition by Condemnation Proceedings for Schifferdecker Widening Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2013-148

Engineering Department: Jack Schaller JS	Date: 2-7-13
Department Head: David Hertzberg DWH	Date: 2/11/13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian W. Head BH	Date: 2/13/13
City Manager: Mark Rohr MR	Date: 2/11/13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings, from Molandco Incorporated.

Background: The City of Joplin has budgeted money for the completion of the Schifferdecker widening project. This project was listed as priority number nine among projects included in the 3/8-cent Transportation Sales Tax issue approved by voters in November of 2004. The final phase of construction will complete the scheduled improvements to this major arterial corridor.

At this time the City has been unable to reach an agreement with Molandco Inc. for the purchase of the property at 2705 S. Washington Avenue. In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented a written offer to Molandco, Inc. based on a professional appraisal prepared for the City of Joplin. This offer of compensation was not accepted. At this time it does not appear that City staff will be able to reach an agreement with Molandco, Inc. for the acquisition of this property. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

COUNCIL BILL NO. 2013-148 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property, described as Lot Numbered Seven (7) in PARKER DEVELOPMENT SUBDIVISION, in the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Molandco Inc. a Missouri Corporation, is the legal owner Lot Numbered Seven (7) in PARKER DEVELOPMENT SUBDIVISION, in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property described herein for improvements to Schifferdecker Avenue, and;

WHEREAS, the City of Joplin administration has been unable to obtain this real property from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire real property owned by Molandco, Inc. a Missouri Corporation for improvements to Schifferdecker Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

All of Lot Numbered Seven (7) in PARKER DEVELOPMENT SUBDIVISION in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

COUNCIL BILL NO. 2013-148 ORDINANCE NO

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, 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 _____, 2013 by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: February 19, 2013
Council Bill No. 2013-149
Item: Acquisition by Condemnation Proceedings for Schifferdecker Widening Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2013-149

Engineering Department: Jack Schaller JS	Date: 2-7-13
Department Head: David Hertzberg DH	Date: 2/11/13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian W. Head BH	Date: 2/13/13
City Manager: Mark Rohr MR	Date: 2/14/13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings, from D.T. Land, LLC.

Background: The City of Joplin has budgeted money for the completion of the Schifferdecker widening project. This project was listed as priority number nine among projects included in the 3/8-cent Transportation Sales Tax issue approved by voters in November of 2004. The final phase of construction will complete the scheduled improvements to this major arterial corridor.

At this time the City has been unable to reach an agreement with D.T. Land LLC. for the purchase of a temporary easement from the property at 3001 Sunset Drive. In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented a written offer to D.T. Land LLC based on a professional appraisal prepared for the City of Joplin. This offer of compensation was not accepted. At this time it does not appear that City staff will be able to reach an agreement with D.T. Land LLC for the acquisition of this temporary easement. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

COUNCIL BILL NO. 2013-149 **ORDINANCE NO.**

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property, described as Lot Numbered One (1) in Sunset Ridge Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said easements; and containing an emergency clause.

WHEREAS, D.T. Land LLC, is the legal owner Lot Numbered One (1) in Sunset Ridge Addition, to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain easements described herein for improvements to Schifferdecker Avenue, and;

WHEREAS, the City of Joplin administration has been unable to obtain the necessary easements from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire easements from property owned by D.T. Land LLC for improvements to Schifferdecker Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

Temporary Construction Easement (Will terminate upon completion and acceptance of the improvements)
All that part of Lot Numbered One (1) in SUNSET RIDGE ADDITION to the City of Joplin, Jasper County, Missouri, described as follows:
Commencing at the Southeast corner of said Lot 1, Thence N88°00'27"W along the South line of said Lot, 20.00 feet to the point of beginning;
Thence N88°00'27"W along the South line of said Lot, 14.13 feet; Thence N46°56'28"E, 34.09 feet;
Thence N01°53'23"E, 22.26 feet; Thence S88°06'37"E, 10.00 feet to a point on the West right-of-way line of Schifferdecker Avenue; Thence S01°53'23"W along said West right-of-way line, 26.41 feet;
Thence S46°56'28"W along said West right-of-way line, 28.26 feet to the point of beginning.

Containing 555 square feet, more or less.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

COUNCIL BILL NO. 2013-149 **ORDINANCE NO**

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, 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 _____, 2013 by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

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

Requested Council Meeting Date: February 19, 2013
Council Bill No. 2013-150
Item: Acquisition by Condemnation Proceedings for Schifferdecker Widening Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2013-150

Engineering Department: Jack Schaller JS	Date: 2-7-13
Department Head: David Hertzberg DH	Date: 2/11/13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian W. Head BH	Date: 2/13/13
City Manager: Mark Rohr MR	Date: 2/11/13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right-of-way and real property by condemnation proceedings, from D.T. Land, LLC.

Background: The City of Joplin has budgeted money for the completion of the Schifferdecker widening project. This project was listed as priority number nine among projects included in the 3/8-cent Transportation Sales Tax issue approved by voters in November of 2004. The final phase of construction will complete the scheduled improvements to this major arterial corridor.

At this time the City has been unable to reach an agreement with D.T. Land LLC. for the purchase of a temporary easement from the property at 3002 Sunset Drive. In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented a written offer to D.T. Land LLC based on a professional appraisal prepared for the City of Joplin. This offer of compensation was not accepted. At this time it does not appear that City staff will be able to reach an agreement with D.T. Land LLC for the acquisition of this temporary easement. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

COUNCIL BILL NO. 2013-150 **ORDINANCE NO.**

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property, described as Lot Numbered Sixteen (16) in SUNSET RIDGE ADDITION, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said easements; and containing an emergency clause.

WHEREAS, D.T. Land LLC, is the legal owner Lot Numbered Sixteen (16) in SUNSET RIDGE ADDITION, to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain easements described herein for improvements to Schifferdecker Avenue, and;

WHEREAS, the City of Joplin administration has been unable to obtain the necessary easements from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire easements from property owned by D.T. Land LLC for improvements to Schifferdecker Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

Temporary Construction Easement (Will terminate upon completion and acceptance of the improvements)

All that part of Lot Numbered Sixteen (16) in SUNSET RIDGE ADDITION to the City of Joplin, Jasper County, Missouri, described as follows:
Beginning at the Southeast corner of said Lot 16, Thence N88°00'27"W along the South line of said Lot, 50.00 feet; Thence N05°58'35"W, 73.07 feet; Thence N11°44'04"E, 58.49 feet to a point on the north line of said Lot; Thence S88°00'27"E along said North line, 30.00 feet to a point on the current West right-of-way line of Schifferdecker Avenue; Thence S43°03'32"E along said West right-of-way line, 28.31 feet; Thence S01°53'23"W along said West right-of-way line, 110.00 feet to the point of beginning.

Containing 6950 square feet, more or less.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

COUNCIL BILL NO. 2013-150 ORDINANCE NO

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, 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 _____, 2013 by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 19, 2013
Council Bill No. 2013-151

Item: Purchase of Property for Widening Schifferdecker Final Phase
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-151

Department Head: David Hertzberg AS OKH	Date: 2/11/13
Engineering Department: Jack Schaller AS	Date: 2-7-13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian Head BH	Date: 2/13/13
City Manager: Mark Rohr MR	Date: 2/11/13

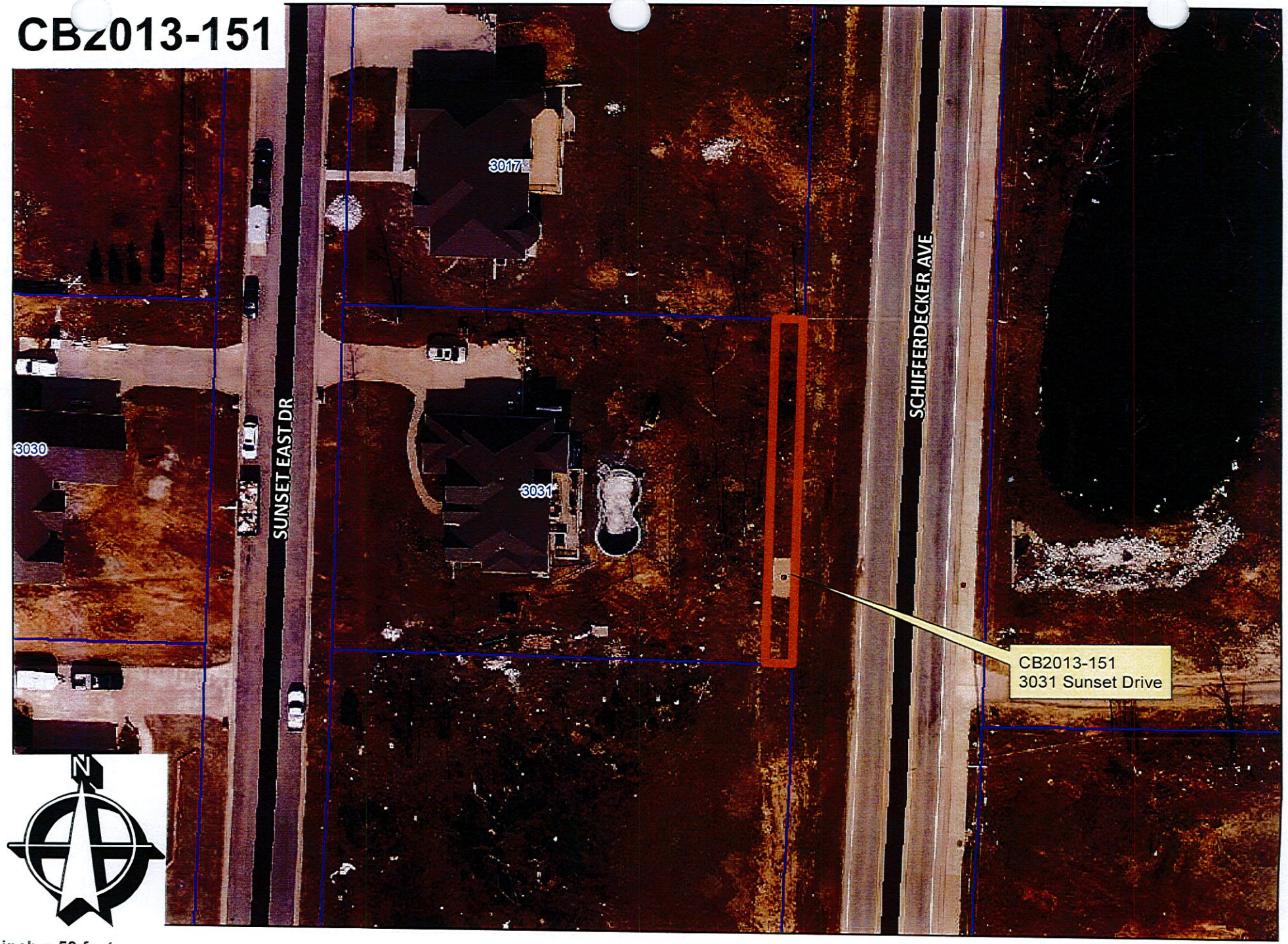
Recommended Action: Purchase of Right of Way at 3031 Sunset Drive East, for the Schifferdecker Widening Project.

Background: The City of Joplin has budgeted money for the completion of the Schifferdecker widening project. This project was listed as priority number nine among projects included in the 3/8-cent Transportation Sales Tax issue approved by voters in November of 2004. The final phase of construction will complete the scheduled improvements to this major arterial corridor. In order to complete the project it is necessary to purchase right of way from the described property located at 3031 Sunset Drive East. This will be the 13th of 23 parcels to be acquired.

Discussion: Staff has reached an agreement with Brett and Kristi Schwab for Two Thousand Dollars, ($2,000). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of $2,000 for the purchase of the described right of way at 3031 Sunset Drive East.

CB2013-151



1 inch = 50 feet

Date: 2/7/2013

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS
A DIVISION OF ANDERSON ENGINEERING, INC.

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

ACCEPTANCE FORM

Project	Schifferdecker Avenue between 20th Street and 32nd Street
Property Owner(s)	Brett A. and Kristi K. Schwab 3031 Sunset Drive East Joplin, MO 64804
Property Address	3031 Sunset Drive East
Total Compensation as Detailed	$2000

We accept the above offer for compensation from the City of Joplin for right-of-way as described.

Sign _____ Date 1-31-13.
Brett A. Schwab

Sign _____ Date 01/31/13.
Kristi K. Schwab

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

1745 S. GARRISON • CARTHAGE, MISSOURI 64836 • PHONE 417-358-8551 • FAX 417-358-4224
P.O. BOX 286, 218 5TH STREET • MONETT, MISSOURI 65708 • PHONE 417-236-0112 • FAX 417-236-0113

COUNCIL BILL NO. 2013-151 ORDINANCE NO.

AN ORDINANCE approving the purchase of a right of way from property at 3031 Sunset Drive East, consisting of land described as part of Lot Numbered Five (5) in SUNSET RIDGE FIFTH ADDITION to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Two Thousand and 00/100 dollars ($2,000) and containing an emergency clause.

WHEREAS, Brett and Kristi Schwab are the legal owners of property at 3031 Sunset Drive East, consisting of land described as part of Lot Numbered Five (5) in SUNSET RIDGE FIFTH 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 completion of the Street Widening Improvements on Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 3031 Sunset Drive East, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 3031 Sunset Drive East, consisting of:

Right of Way:

All of the East Ten (10) feet of the following described tract:

All of Lot Numbered Five (5) in SUNSET RIDGE FIFTH ADDITION, An Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Containing 1400 square feet, more or less.

Section 2. That the City of Joplin authorize placing $2,000 in escrow for the purchase of the right of way. Payment will be made from account #145-4565-520-8105 Project TC0509.

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. 2013-151 ORDINANCE NO.

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

_____, 2013 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: February 19, 2013
Council Bill No. 2013-152

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-152

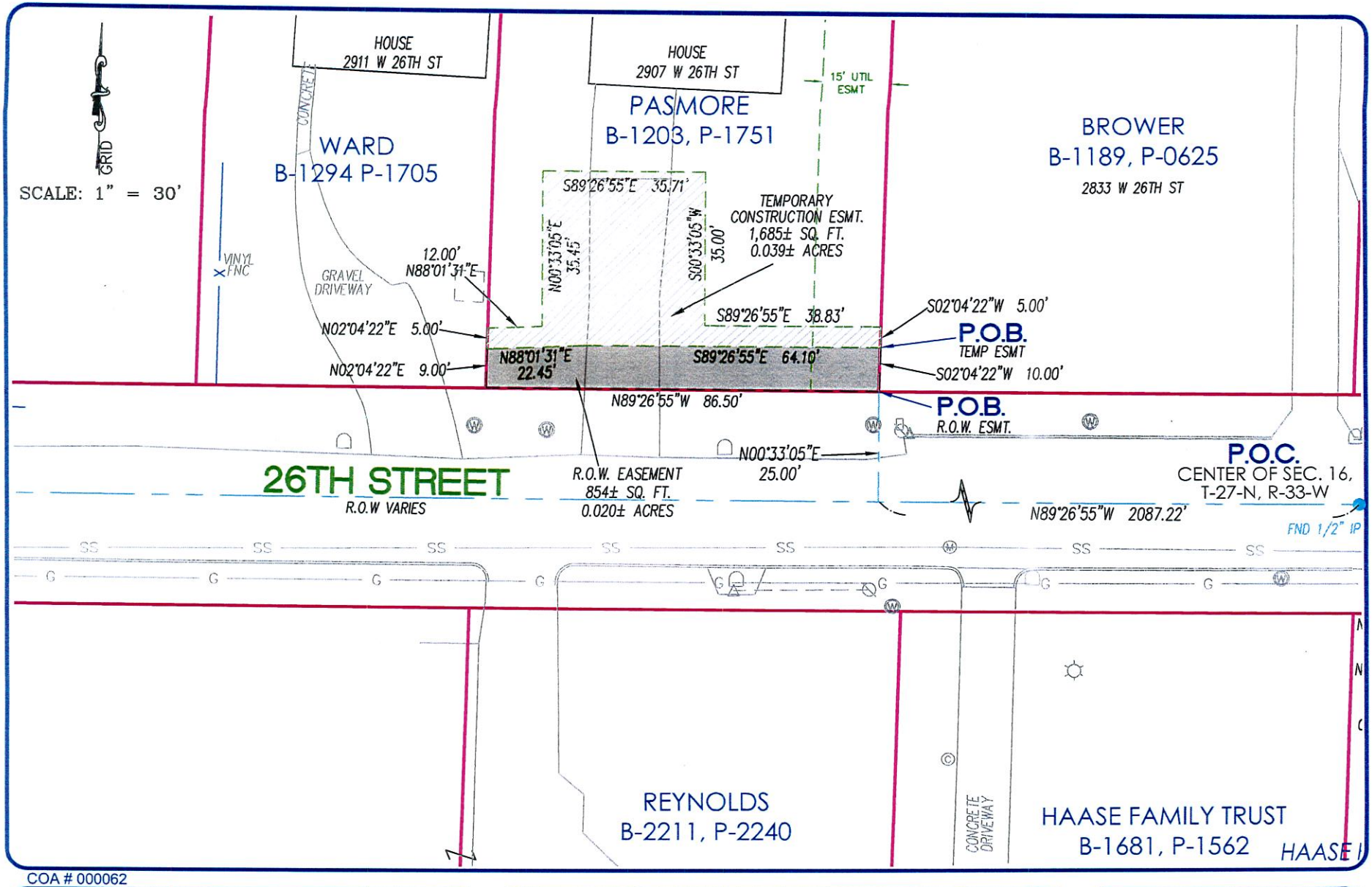
Engineering Department: Jack Schaller JS	Date: 2-11-13
Department Head: David Hertzberg DH	Date: 2/11/13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian Head BH	Date: 2/13/13
City Manager: Mark Rohr MR	Date: 2/11/13

Recommended Action: Purchase of Right of Way and a Temporary Construction Easement from 2907 W. 26th Street from Ida Passmore for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire right of way and a temporary construction easement from the described property located at 2907 W. 26th Street. This acquisition will be the 33rd of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for One Thousand Five Hundred, ($1,500.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $1,500 for the purchase of the described right of way and temporary construction easement at 2907 W. 26th Street.



COA # 000062

ANDERSON ENGINEERING, INC

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

2045 W. ND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741

THE CITY OF JOPLIN

RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT SKETCH

2907 W. 2 STREET, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 01-28-2013	FIELD BK: –
CLIENT NO: 80004-10	DRAWING NO: 109407.L

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

Ph. 417-358-9551 • 1745 South Garrison, Carthage, Missouri 64836 • Fax 417-358-4224

ACCEPTANCE FORM

Project	26th Street Improvements between Maiden Lane and Schifferdecker
Property Owner(s)	Ida L. Pasmore 2907 W 26th Street Joplin, Missouri 64804
Property Address	2907 W 26th Street
Total Compensation as Detailed	$1500 plus the City will pave remaining driveway

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

Sign Ida L. Pasmore Date 1-25-13

Ida L. Pasmore

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

COUNCIL BILL NO. 2013-152 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from property at 2907 W. 26th Street, consisting of property lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of One Thousand Five Hundred and 00/100 dollars ($1,500.00) and containing an emergency clause.

WHEREAS, Ida Passmore is the legal owner of property at 2907 W. 26th Street; consisting of property lying in the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, in 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 Widening Improvements on 26th Street from Maiden Lane to Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and a temporary construction easement at 2907 W. 26th Street, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way and a temporary construction easement from 2907 W. 26th Street;

Right of Way:

AN IRREGULAR SHAPED TRACT OF LAND AS LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1203, PAGE 1751 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER, NORTH 89°26'55" WEST, 2087.22 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°33'05" EAST, 25.00 FEET TO THE POINT OF BEGINNING SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 89°26'55" WEST, 86.50 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 02°04'22" EAST, 9.00 FEET; THENCE NORTH 88°01'31" EAST, 22.45 FEET; THENCE SOUTH 89°26'55" EAST, 64.10 FEET; THENCE SOUTH 02°04'22" WEST, 10.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 854 SQUARE FEET AND 0.020 ACRES, MORE OR LESS.

Temporary Construction Easement

AN IRREGULAR SHAPED TEMPORARY CONSTRUCTION EASEMENT BEING PART OF A TRACT OF LAND AS LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1203, PAGE 1751 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER, NORTH 89°26'55" WEST, 2087.22 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°33'05" EAST, 25.00 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 02°04'22" EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°26'55" WEST, 64.10 FEET; THENCE SOUTH 88°01'31" WEST, 22.45 FEET TO A POINT LYING ON THE GRANTOR'S WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 02°04'22" EAST, 5.00 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°01'31" EAST, 12.00 FEET; THENCE NORTH 00°33'05" EAST, 35.45 FEET; THENCE SOUTH 89°26'55" EAST, 35.71 FEET; THENCE SOUTH 00°33'05" WEST, 35.00 FEET; THENCE SOUTH 89°26'55" EAST, 38.83 FEET TO A POINT LYING ON THE GRANTOR'S EAST LINE; THENCE ALONG SAID EAST LINE, SOUTH 02°04'22" WEST, 5.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 1,685 SQUARE FEET AND 0.039 ACRES, MORE OR LESS.

Section 2. That the City of Joplin authorize placing $1,500.00, in escrow for the purchase of right of way at 2907 W. 26th Street. Payment will be made from account #145-4565-520-8105 Project TC0511.

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. 2013-152 ORDINANCE NO.

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

_____, 2013 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: February 19, 2013
Council Bill No. 2013-153

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-153

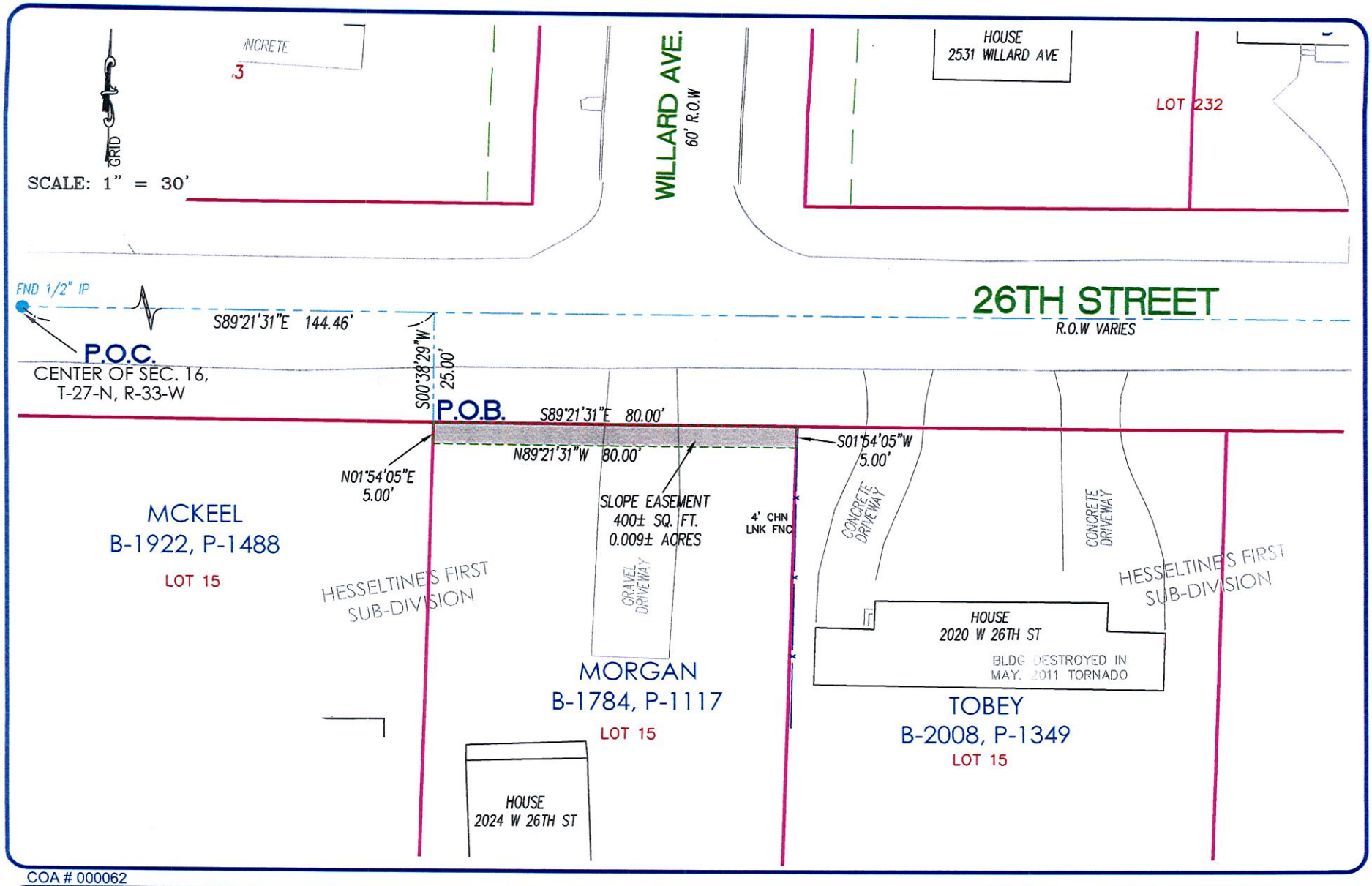
Engineering Department: Jack Schaller JS	Date: 2-7-13
Department Head: David Hertzberg DH	Date: 2/11/13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian Head BH	Date: 2/13/13
City Manager: Mark Rohr	Date: 2/11/13

Recommended Action: Purchase of a Permanent Slope Easement from 2024 W. 26th Street from Beverly J. Morgan for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire a permanent slope easement from the described property located at 2024 W. 26th Street. This acquisition will be the 34th of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for Three Hundred, ($300.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $300 for the purchase of the described permanent slope easement at 2024 W. 26th Street.



COA # 000062

ANDERSON ENGINEERING, INC
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. ... • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741

THE CITY OF JOPLIN

SLOPE EASEMENT SKETCH

2024 W. 2... STREET, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 12-31-2012	FIELD BK: -
CLIENT NO: 80004-10	DRAWING NO: 109407.D

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

Ph. 417-358-9551 • 1745 South Garrison, Carthage, Missouri 64836 • Fax 417-358-4224

ACCEPTANCE FORM

Project	26th Street Improvements between Maiden Lane and Schifferdecker
Property Owner(s)	Beverly J. Morgan c/o Clay Morgan 1109 E. S Joplin, MO 64801
Property Address	2024 W. 26th Street
Total Compensation as Detailed	$300

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

Sign Beverly J. Morgan Date 1-25-13

Beverly J. Morgan

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

COUNCIL BILL NO. 2013-153 ORDINANCE NO.

AN ORDINANCE approving the purchase of a permanent slope easement from property at 2024 W. 26th Street, consisting of property lying in the NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Three Hundred and 00/100 dollars ($300.00) and containing an emergency clause.

WHEREAS, Beverly J. Morgan is the legal owner of property at 2024 W. 26th Street; consisting of property lying in the NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, in 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 Widening Improvements on 26th Street from Maiden Lane to Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a permanent slope easement at 2907 W. 26th Street, 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 permanent slope easement from 2024 W. 26th Street;

Permanent Slope Easement:

A 5.00 FOOT WIDE SLOPE EASEMENT AS LYING IN LOT 15 OF HESSELTINE'S FIRST SUB-DIVISION AND ALSO LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1784, PAGE 1117 AND SAID SLOPE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, SOUTH 89°21'31" EAST, 144.46 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°38'29" WEST, 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89°21'31" EAST, 80.00 FEET TO A POINT LYING ON THE GRANTOR'S EAST LINE; THENCE ALONG SAID EAST LINE, SOUTH 01°54'05" WEST, 5.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°21'31" WEST, 80.00 FEET TO A POINT LYING ON THE GRANTORS WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 01°54'05" EAST, 5.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP

27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 400 SQUARE FEET AND 0.009 ACRES, MORE OR LESS.

Section 2. That the City of Joplin authorize placing $300 in escrow for the purchase of a permanent slope easement at 2024 W. 26th Street. Payment will be made from account #145-4565-520-8105 Project TC0511.

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. 2013-153 ORDINANCE NO.

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

_____, 2013 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: February 19, 2013
Council Bill No. 2013-154

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-154

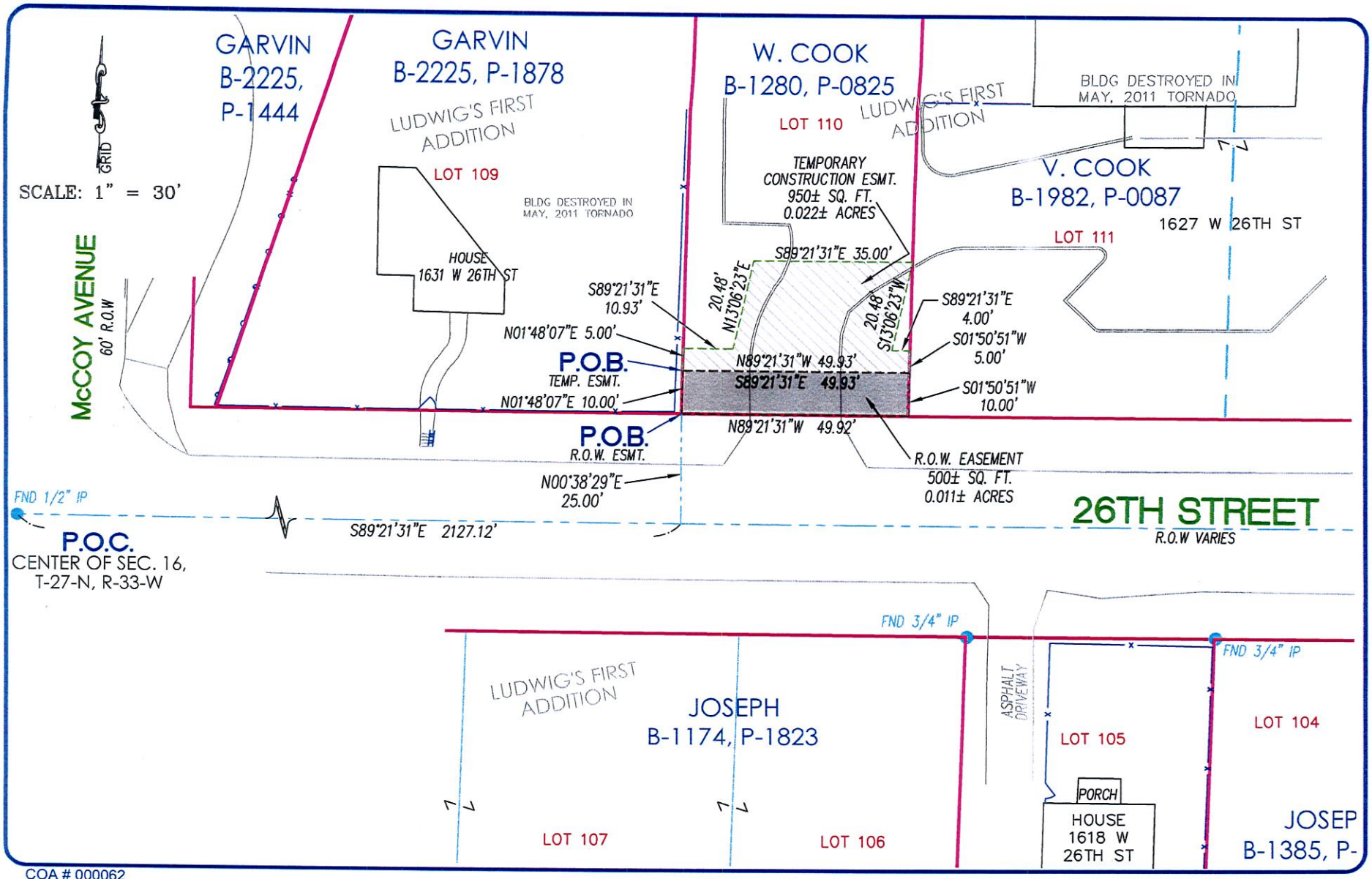
Engineering Department: Jack Schaller JS	Date: 2-7-13
Department Head: David Hertzberg KH	Date: 2/11/13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian Head BH	Date: 2/13/13
City Manager: Mark Rohr	Date: 2/11/13

Recommended Action: Purchase of Right of Way and a Temporary Construction Easement from 1627 W. 26th Street from William D. Cook for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire right of way and a temporary construction easement from the described property located at 1627 W. 26th Street. This acquisition will be the 35th of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for Two Thousand Two Hundred, ($2,200.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $2,200 for the purchase of the described right of way and temporary construction easement at 1627 W. 26th Street.



COA # 000062

ANDERSON ENGINEERING, INC
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. [illegible]D • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 666-2741

THE CITY OF JOPLIN

RIGHT-OF-WAY & TEMPORARY CONSTRUCTION EASEMENT SKETCH

W. 26TH [illegible]REET, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 12-31-2012	FIELD BK: -
CLIENT NO: 80004-10	DRAWING NO 109407.D

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS
Ph. 417-358-9551 • 1745 South Garrison, Carthage, Missouri 64836 • Fax 417-358-4224

ACCEPTANCE FORM

Project	26th Street Improvements between Malden Lane and Schifferdecker
Property Owner(s)	William D. Cook 1630 Applegate Lane Joplin, MO 64804
Property Address	1627 W. 26th Street
Total Compensation as Detailed in Appraisal	$2200

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

Sign William D. Cook Date 1-27-13

William D. Cook

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

NORTH 89°21'31" WEST, 49.92 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 500 SQUARE FEET AND 0.011 ACRES, MORE OR LESS.

Temporary Construction Easement:

AN IRREGULARLY SHAPED TEMPORARY CONSTRUCTION EASEMENT BEING PART OF A TRACT OF LAND AS LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1280, PAGE 825 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 89°21'31" EAST, 2127.12 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°38'29" EAST, 25.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY OF 26TH STREET AND SAID POINT ALSO LYING ON THE GRANTORS WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 01°48'07" EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°48'07" EAST, 5.00 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89°21'31" EAST, 10.93 FEET; THENCE NORTH 13°06'23" EAST, 20.48 FEET; THENCE SOUTH 89°21'31" EAST, 35.00 FEET; THENCE SOUTH 13°06'23" WEST, 20.48 FEET; THENCE SOUTH 89°21'31" EAST, 4.00 FEET TO A POINT LYING ON THE GRANTOR'S EAST LINE: THENCE ALONG SAID EAST LINE, SOUTH 01°50'51" WEST, 5.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°21'31" WEST, 49.93 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 950 SQUARE FEET AND 0.022 ACRES, MORE OR LESS.

Section 2. That the City of Joplin authorize placing $2,200 in escrow for the purchase of the right of way and temporary construction easement at 1627 W. 26th Street. Payment will be made from account #145-4565-520-8105 Project TC0511.

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. 2013-154 ORDINANCE NO.

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

_____, 2013 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: February 19, 2013
Council Bill No. 2013-155

Item: Purchase of Property for 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2013-155

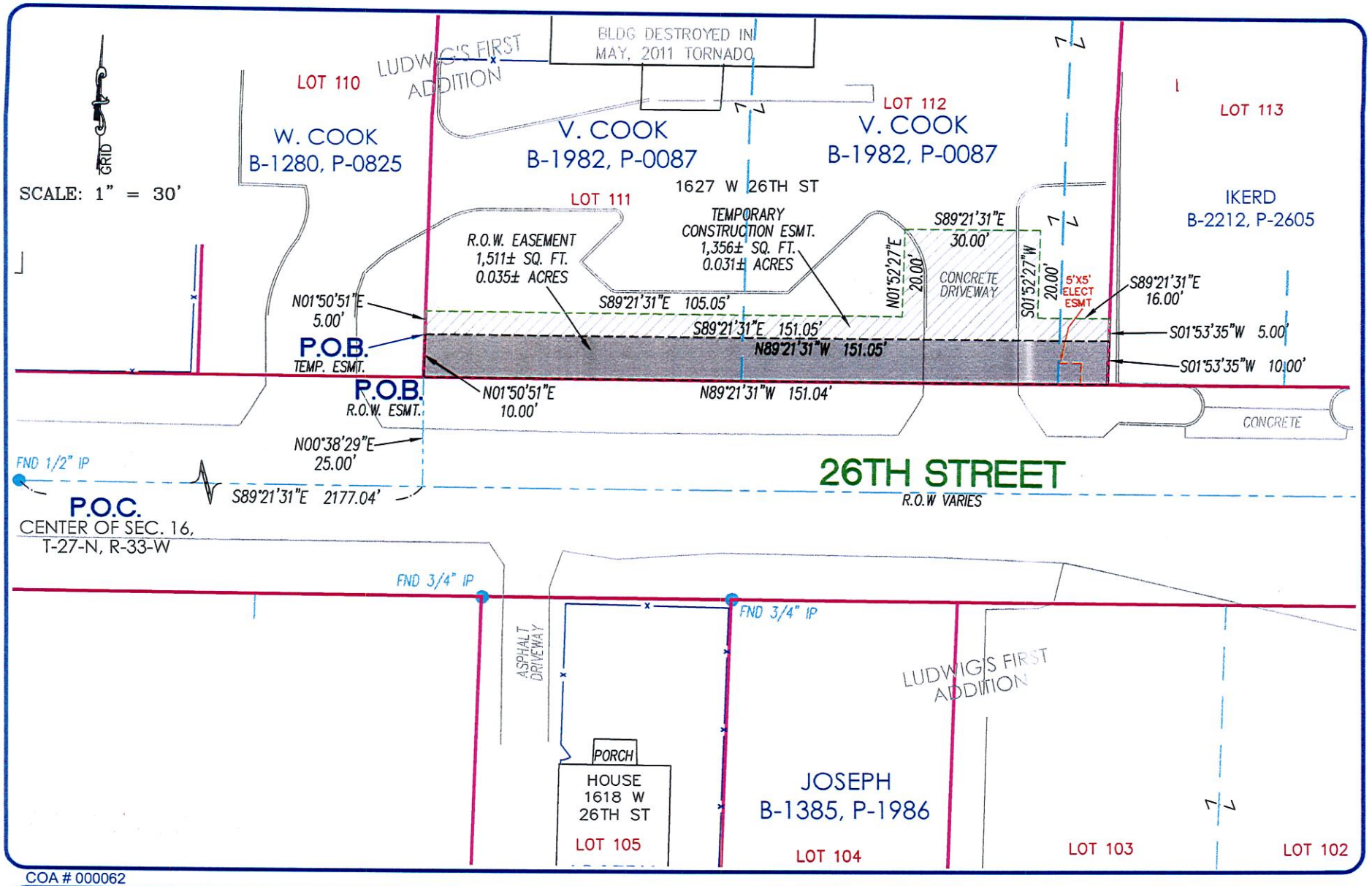
Engineering Department: Jack Schaller JS	Date: 2-7-13
Department Head: David Hertzberg DH	Date: 2/11/13
Finance Department: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian Head BH	Date: 2/13/13
City Manager: Mark Rohr MR	Date: 2/11/13

Recommended Action: Purchase of Right of Way and a Temporary Construction Easement from 1627 W. 26th Street from the Vicki A. Cook Trust for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to acquire right of way and a temporary construction easement from the described property located at 1627 W. 26th Street. This acquisition will be the 36th of 47 parcels.

Discussion: Staff has reached an agreement with the property owner for Six Thousand Dollars ($6,000.00). This is within appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $6,000 for the purchase of the described right of way and temporary construction easement at 1627 W. 26th Street.



COA # 000062

ANDERSON ENGINEERING, INC

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2045 W. ND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741

THE CITY OF JOPLIN

RIGHT-OF-WAY & TEMPORARY CONSTRUCTION EASEMENT SKETCH

1627 W. 2[illegible] STREET, JOPLIN, MO.

DRAWN BY: RBL	FIELD BY: KK
DATE: 12-31-2012	FIELD BK: –
CLIENT NO: 80004-10	DRAWING NO: 109407.L

Sprenkle & Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

Ph. 417-358-9551 • 1745 South Garrison, Carthage, Missouri 64836 • Fax 417-358-4224

ACCEPTANCE FORM

Project	26th Street Improvements between Maiden Lane and Schifferdecker
Property Owner(s)	Vicky A. Cook Trust 1630 Applegate Lane Joplin, MO 64804
Property Address	1627 W. 26th Street
Total Compensation as Detailed in Appraisal	$6000

We accept the above offer for compensation from the City of Joplin for permanent right of way and temporary easement as described.

Sign Vicki A. Cook Trust Date 1/27/13

Vicky A. Cook Trust
William D. Cook, Trustee

Upon receipt of your acceptance of the city's offer of compensation for the permanent right of way and temporary easement, your agreement will be forwarded to the city council for approval and preparation of your check. You will then be contacted to arrange for your signature on the legal documents and to deliver your check.

BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 1,511 SQUARE FEET AND 0.035 ACRES, MORE OR LESS.

Temporary Construction Easement:

AN IRREGULAR SHAPED TEMPORARY CONSTRUCTION EASEMENT BEING PART OF A TRACT OF LAND AS LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1982, PAGE 87 AND SAID TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTH 89°21'31" EAST, 2177.04 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°38'29" EAST, 25.00 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°50'51" EAST 10.00 FEET TO THE POINT OF BEGINNING SAID POINT ALSO LYING ON THE GRANTOR'S WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 01°50'51" EAST, 5.00 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89°21'31" EAST, 105.05 FEET; THENCE NORTH 01°52'27" EAST, 20.00 FEET; THENCE SOUTH 89°21'31" EAST, 30.00 FEET; THENCE SOUTH 01°52'27" WEST, 20.00 FEET; THENCE SOUTH 89°21'31" EAST, 16.00 FEET TO A POINT LYING ON THE GRANTOR'S EAST LINE; THENCE ALONG SAID EAST LINE, SOUTH 01°53'35" WEST, 5.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°21'31" WEST, 151.05 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

CONTAINING 1,356 SQUARE FEET AND 0.031 ACRES, MORE OR LESS.

Section 2. That the City of Joplin authorize placing $6,000 in escrow for the purchase of the right of way and temporary construction easement at 1627 W. 26th Street. Payment will be made from account #145-4565-520-8105 Project TC0511.

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. 2013-155 ORDINANCE NO.

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

_____, 2013 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: February 19, 2013

Item: Council Bill No. 2013-400
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Subrecipient Agreement
2) Council Bill No 2013-400

Planning & Community Development Mgr: Troy Bolander T.B.	Date: 2-11-13
Public Works Director: David Hertzberg DH	Date: 2/11/13
Finance Director: Leslie Jones LJ	Date: 2-12-13
City Attorney: Brian Head BE	Date: 2/13/13
City Manager: R. Mark Rohr	Date: 2/11/13

INTRODUCTION:

The following agreement between the City of Joplin and Joplin Area Habitat for Humanity for 2012 HOME Housing Developer funds.

DISCUSSION:

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

The attached agreement is a continuation of the City's partnership with Joplin Area Habitat for Humanity (JAHFH) to act as owner and developer for the construction of new homes in the Joplin area. This program will provide $143,400 in 2012 HOME funds for the construction of approximately two (2) homes that will be sold to low-to-moderate income families.

JAHFH increased its capacity greatly after the May 22, 2011 tornado and has an intended schedule to utilize all past HOME funds along with those proposed in this agreement by Spring of 2015.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2012 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so JAHFH can continue with new housing construction under the HOME program.

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN AREA HABITAT for HUMANITY

THIS AGREEMENT MADE this _____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 211 S. Main Street Suite 216, Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the DEVELOPER has been selected by the CITY, and has submitted a proposal for use of HOME funds for a HOME-eligible project under HOME regulations;

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

Section I – Definitions

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

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

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

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

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

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

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

Section II – Term

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

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list	
Start construction – Project # 1	Spring/Summer 2014
Start construction – Project # 2	Spring/Summer 2014
Project Completion Date	Spring 2015

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

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

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

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review

approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the approximately **two (2)** PROJECTS in ATTACHMENT B: PROPOSAL FOR: JOPLIN CONSORTIUM; LMI Homebuyer New Construction Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a working budget and realistic timetable for each PROJECT as relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

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

Section IV – Reimbursement of Expenses

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

B. The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof,

ONE HUNDRED AND FORTY-THREE THOUSAND, FOUR HUNDRED and zero cents ($143,400.00) of 2012 HOME Funds.

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

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

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

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

Section V – Project Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

Section VI – Repayment of Loan

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

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

C. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii).

Section VII – Reserved

This section was intentional left blank

Section VIII – Procurement Standards

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

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

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

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

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

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

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

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

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

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

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

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

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

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

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

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

Section X – City Responsibilities

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

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

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

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

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

Section XI – Equal Employment Opportunity

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

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

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

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

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

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

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

Section XII – Labor, Training & Business Opportunity

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

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable

amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

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

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

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

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

Section XIII – Compliance with Federal, State & Local Laws

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

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33

U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

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

Section XIV – Suspension & Termination

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

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience

In accordance with 24 CFR 85.44, awards may be terminated in whole or in part only as follows:

(a) The CITY with the consent of the DEVELOPER in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) The DEVELOPER upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

Section XVI – Default-Loss of Grant Funds

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

notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

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

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

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

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received thirty (30) days after the due date. If the DEVELOPER has not submitted a report thirty (30) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

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

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

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

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records

the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

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

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

DEVELOPER address --- 211 S. Main Street, Joplin, Missouri, 64801

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit (See Attachment D) will have to be signed by the principal of the contracting company.

IN WITNESS WHEREOF,

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

FOR DEVELOPER

Joplin Area Habitat for Humanity: a Missouri Nonprofit Organization

By: _____ Date: _____

Scott Clayton
Executive Director

Attest:

_____
Richard Crow
Board President

FOR CITY

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

By: _____ Date: _____

Troy Bolander
Planning / Community Development Manager

_____ Date: _____

R. Mark Rohr
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Brian Head
City Attorney

Attachment A

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

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

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

The Joplin Area Habitat for Humanity (JAHFH) presents the following proposal intended to meet the requirements of the LMI Homebuyer New Construction Program. Funding was budgeted in the 2012, City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The JAHFH proposes to use the $143,400.00 budgeted in the 2012 Action Plan to assist in the development approximately **two (2)** single family homes. Homes developed under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by creating new housing stock and to promote homeownership.

HOME funding will be used for construction materials, specialty labor, other related development costs, and Habitat's administration costs, as related to each HOME assisted housing unit. For the purpose of this activity, construction materials, specialty labor, and other related development costs will be defined as:

> Construction materials will be any material which will become a permanent part of the housing unit.
>
> Specialty labor will be any labor activity which requires a license contractor in the City of Joplin.
>
> Other related development costs will be costs for activities such as, but not limited to, land acquisition and infrastructure costs related to developing lots for new construction.

Each project will consist of three phases of work; Pre construction, Construction, and Project close out.

Pre Construction - A written project cost estimate will be developed for each project prior to any construction work, Habitat will gather sufficient information, with support from the city, to allow for the completion of the required HUD environmental review.

An after construction determination of value will also be prepared to determine the affordability of the home to prospective LMI families and the feasibility of the project in general.

Habitat will submit all required information to the city before starting any project.

Construction -

Minimum Property Standard to be met

1 State and local code requirements.

If no state and local codes apply, one of the following national model codes:

- Uniform Building Code (ICBO)
- National Building Code (BOCA)
- Standard Building Code (SBCCI)

OR

- Council of American Building Officials one- or two-family code (CABO) OR
- Minimum Property Standards* (FHA) at 24 CFR 200.925 (for multi-family) or 200.926 (for one- and two-unit dwellings).

AND

2 Handicapped accessibility requirements, where applicable.

Habitat will submit request for reimbursement for eligible expenses during this phase.

The invoice should contain:

-the organization logo or letterhead,
-address of organization
-list of items to be reimbursed,
-total dollar amount requested,
-contact information

Submit proper documentation of all eligible costs (paid invoices and/or receipts, and proof of payment)

City will process documentation (this should not exceed three weeks).

Habitat has the option of picking up a check at the finance department or having it mailed to a specific address.

Any specialty contractors will have a pre-negotiated start and end date for the project. Contractors will be required to obtain all applicable permits where required. Habitat will oversee each construction project and approve pay requests. Payments to the contractor will be made at pre-determined milestones. The lowest, most responsive and responsible bidder will be awarded each project. The contractor's ability to complete each project in a timely manner will also be considered during the selection process.

Habitat will document all volunteer labor and donated materials, as it relates to each project assisted with HOME funds. The documented labor and materials will be applied to the 25% Non-Federal match required for the HOME program. At Habitat's discretion, they may count as match any Non-Federal investment in HOME-eligible housing as long as the investment meets the following requirements of the HOME regulations: Income determinations (24 CFR 92.203), Property standards (24 CFR 92.251) and Home ownership (24 CFR 92.254).

Project close-out

Habitat will work with the city to submit all required data to allow project to be closed out; including, but is not limited to:

-Copies of all sale documents containing a due on sale provision – indicating the affordability period of the project
-Final reimbursement request
-An itemized report outlining the dollar value of all donated materials and labor

Attachment C

Project Time Schedule

Milestone	*Deadline*
Project Start Date	At Signing
Interim Milestones/Deadlines (list	
Start construction – Project # 1	Spring/Summer 2014
Start construction – Project # 2	Spring/Summer 2014
Project Completion Date	Spring 2015

Attachment D

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2013-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2012 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

WHEREAS, the City of Joplin and the Joplin Area Habitat for Humanity (JAHFH), are desirous of entering into an agreement whereby JAHFH will develop houses for low/moderate income families through the Home Partnership Investment Program (HOME).

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

Section 1: That an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity is entered into that describes the expenditure of 2012 HOME Housing Developer funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 19, 2013

Item: COUNCIL BILL NO. 2013-601
Originating Department: PUBLIC WORKS - AIRPORT

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

Airport Manager:	Steve Stockam SS	Date: 2/12/13
Department Head:	David Hertzberg DH	Date: 2/12/13
Finance Department:	Leslie Jones LJ	Date: 2-13-13
City Attorney:	Brian Head BH	Date: 2/13/13
City Manager:	Mark Rohr MR	Date: 2/12/13

Recommended Action: Approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Design Services for a Taxiway at the Joplin Regional Airport on and emergency basis.

Summary: On December 10, 2012 the Federal Aviation Administration (FAA) issued the Joplin Regional Airport what is referred to as a "GO" letter (see attached) which is the initiation of work for a proposed project. The FAA has directed the Airport to design and construct a connecting taxiway at the approach end of Runway 36 as part of the mitigation of the complex intersection issue. This intersection has been the focus of the Federal Runway Safety Team program (RSAT) due to the potential of "wrong runway takeoff" of departing traffic. Per the letter the Federal Grant for this project will be issued upon receipt of the final bid amount. The FAA has placed a high priority on this project and has set forth a very aggressive timeline. The project must be designed and bids received by May 1.

A Request for Qualifications (RFQ) for the design work of both projects was sent to nine (9) consulting firms on 12/05/12. Statement of Qualification (SOQ) proposals were received by the Airport from five (5) interested engineering firms. The firms were scored accordingly by a selection committee comprised of three representatives including the Airport Manager, Director of Public Works, and City Engineer. Based on review, the committee selected and notified the engineering firm of Garver, LLC of their selection. The FAA concurred with our selection.

Garver has developed a Scope of Work and a Consulting Contract for review by the FAA. An Independent Cost Audit (ICA) was conducted by a third party engineering firm and approved by the FAA.

Since funds for this project weren't available when we did the budget, it wasn't budgeted for; therefore a budget amendment will need to be made to allow for this design work.

Discussion: This contract involves designing the Taxiway Project in 2 phases. Garver's fee will be $132,200 for Phase 1A with an additional $129,700 for Phase 1B when it is authorized by FAA.
The FAA will issue a Grant for the project as outlined in the GO letter based on the final bid cost for construction. The design fees for the project will be paid from these Federal Grant based on a 95/5 Federal/Local share. The Local Share will be approximately $12,550 for Phase 1A and $6,485.00 for Phase 1B to be paid from the Transportation Sales Tax fund.

The Scope of work is as follows:

RSAT Airfield Improvements – Phase 1A:

- In general, the scope includes completing geotech, surveys, design and bidding for both Phase 1A and Phase 1B work. The Phase 1B work is separated out into individual line items and will not be started until we receive a Notice to Proceed for this work.
- The Phase 1A design is programmed to be completed on a quick turnaround with final plans and contract documents submitted to the FAA for final review in less than 2 months from contract execution per FAA direction.
- During Phase 1A design, Garver will develop preliminary layout and profiles for the Phase 1B area to ensure that everything fits together correctly when both phases are completed.

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



AGREEMENT FOR PROFESSIONAL SERVICES
Joplin Regional Airport
Joplin, Missouri

THIS PROFESSIONAL SERVICES AGREEMENT is made by and between the **City of Joplin** of **Joplin, Missouri,** hereinafter referred to as "Client," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Client intends to make the following improvements:

Reconfigure the taxiway alignments in the vicinity of the Runway 36 threshold to comply with FAA RSAT requirements. Phase 1A is to be designed for 2013 construction and Phase 1B shall be designed for 2014 construction.

GARVER will provide professional services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project.

The Client and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Client as set forth below. Execution of the agreement by GARVER and the Client constitutes the Client's written authorization to GARVER to proceed on the date last written below with the services described for Phase 1A herein. For Phase 1B, a separate notice to proceed shall be issued prior to GARVER completing any portion of the Phase 1B design.

SECTION 1 - EMPLOYMENT OF GARVER

The Client agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Client and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Client, the FAA, and others required in the accomplishment of the work, and the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Client agrees to pay GARVER compensation as stated in the sections to follow. All of the professional services included in this agreement will be supplied by GARVER's personnel or personnel under subcontract to GARVER.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Client will pay GARVER on a lump sum basis. The Client represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of

invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Client.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
GENERAL PHASE 1 SERVICES		
Surveys	$16,200	Lump Sum
Geotechnical Investigation	$8,400	Lump Sum
SUBTOTAL	**$24,600**	
PHASE 1A DESIGN		
Design Services – Phase 1A	$98,100	Lump Sum
Bidding Services – Phase 1A	$9,500	Lump Sum
SUBTOTAL	**$107,600**	
PHASE 1B DESIGN		
Design Services – Phase 1B	$119,800	Lump Sum
Bidding Services – Phase 1B	$9,900	Lump Sum
SUBTOTAL	**$129,700**	
TOTAL FEE	$261,900	

The lump sum amount to be paid under this agreement is $261,900. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Client will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Client indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2014.

GARVER has subcontracted with Palmerton & Parrish and Allgeier Martin & Associates to complete the Geotechnical Investigation and Surveys, respectively. As part of the fees described above for Geotechnical Investigation and Surveying, a five percent administrative markup is in the lump sum amount included in the table above.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2013.

Taxiway D
Runway 18/36
Phase II (Gray)
Phase I (Black)
D1
D2
D3
C
D
B

U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

December 10, 2012

Mr. Steve Stockham
Manager
Joplin Regional Airport
602 S Main Street
Joplin, MO 64801

Dear Mr. Stockham:

Joplin Regional Airport
Potential AIP Grant 3-29-0037-34
Initiation of Work for Proposed Project
- Construct Connecting Taxiway

The FAA is recommending the project listed below for possible funding in FY-2013under the Airport Improvement Program (AIP):

Construct Connecting Taxiway to Runway 36 Threshold .....$ 874,000

We have included this development in the FAA's Airport Capital Improvement Program (ACIP) based upon an estimated Federal share equaling **$ 874,000**. Please note that this entire amount is based upon your available entitlement funds.

Limitations of this Notice:
We caution you that this letter **does not represent** an official notification that your location has or will receive Federal funding. The Congressional notification of funding will serve as the official announcement that funding is available for your project. We ask that you portray all work activities performed prior to Congressional release of funds as a sponsor initiative as opposed to a confirmation of Federal funding.

The general purpose of this letter is to provide you advance notice that FY–2013 funding appears favorable for the subject project. We request your prompt action at this time so that you will be ready to proceed once funding actually becomes available.

Actual Grant Value
To ensure an efficient distribution of limited AIP funds, we strive to issue all grants based upon defined project costs. We will not establish the actual value of any proposed grant offer until you substantially define all project-related costs (i.e. receive bids, establish consultant agreements, etc.).

Proposed Project Schedule:
Our consideration of funding requires you to be in a position to receive the funds. To facilitate this, we request you adhere to the following project schedule:

Complete consultant selection and submit report (If applicable)	NLT 1/10/13
Conduct Pre-design conference call	NLT 1/15/13
Submit Draft agreement, record of negotiations and independent cost estimate	NLT 2/5/13
Submit Preliminary Construction Safety and Phasing Plan (CSPP)	NLT 3/15/13
Submit 90% Plans and Specifications	NLT 3/15/13
Submit Final Plans and Specifications	NLT 4/1/13
Receive Bids	NLT 4/30/13
Submit Grant Application based on defined project costs	NLT 5/1/13

Please immediately notify our office if you are unable to meet this schedule, please:

Required Actions:
Upon receipt of this letter, please initiate the following actions to limit unnecessary delays later in the project:

- Review your estimate of probable project costs (administrative, preliminary and design costs). Contact our office immediately if you discover that a revised estimate results in a significant different required Federal share
- Initiate actions that require long lead times (e.g. Selection of a consultant, establishment of a consultant agreement, etc.)
- Evaluate your progress in meeting your overall three-year DBE participation goal. To ensure that your DBE program continues to be narrowly tailored, you must adjust your use of contract goals in accordance with 49 CFR Part 26.51(f). Please contact Patricia Wright at (310) 725-3955 for any questions regarding your DBE program.
- Review attachment A to this letter for additional information, limitations, and requirements.

Deadlines:
We request that you proceed as necessary to meet the noted project milestone dates. Failure to meet these dates could jeopardize the inclusion of your project in the upcoming FY 2013 AIP program.

Please contact me at (816) 329-2627 if you have any questions regarding this matter.

Sincerely,

Mike A. Rottinghaus, P.E.
Project Manager

COUNCIL BILL NO. 2013-601 **ORDINANCE NO.**

AN ORDINANCE Approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Design Services for a Taxiway at the Joplin Regional Airport, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Garver, LLC for design engineering services at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved..

Section 2. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of One Hundred Nineteen Thousand Dollars and No Cents ($119,000.00) for the purpose of selecting a design consultant.

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

Section 4. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. 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 _____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 19, 2013

Item: COUNCIL BILL NO. 2013-603
Originating Department: PUBLIC WORKS - AIRPORT

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

Airport Manager:	Steve Stockam	Date: 2/12/13
Department Head:	David Hertzberg	Date: 2/12/13
Finance Department:	Leslie Jones	Date: 2-13-13
City Attorney:	Brian Head	Date: 2/13/13
City Manager:	Mark Rohr	Date: 2/12/13

Recommended Action: Approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Design Services for a Service Road at the Joplin Regional Airport on and emergency basis.

Summary: On December 10, 2012 the Federal Aviation Administration (FAA) issued the Joplin Regional Airport what is referred to as a "GO" letter (see attached) which is the initiation of work for a proposed project. The FAA has directed the Airport to design and construct a perimeter service road that will eliminate fuel trucks from crossing active runway and taxiways. Per the letter the Federal Grant for this project will be issued upon receipt of the final bid amount. This project is a RSAT that the FAA has placed a high priority on and has set forth a specific timeline. The project must be designed and bids received by June 1.

A Request for Qualifications (RFQ) for the design work of the project was sent to nine (9) consulting firms on 12/05/12. Statement of Qualification (SOQ) proposals were received by the Airport from five (5) interested engineering firms. The firms were scored accordingly by a selection committee comprised of three representatives including the Airport Manager, Director of Public Works, and City Engineer. Based on review, the committee selected and notified the engineering firm of Garver, LLC of their selection. The FAA concurred with our selection.

Garver has developed a Scope of Work and a Consulting Contract for review by the FAA. An Independent Cost Audit (ICA) was conducted by a third party engineering firm and approved by the FAA.

Since funds for this project weren't available when we did the budget, it wasn't budgeted for; therefore a budget amendment will need to be made to allow for this design work.

Discussion: This contract involves designing a perimeter Service Road from the general Aviation area to the Commercial Terminal. Garver proposes a fee of $119,000. The FAA will issue Grants for the project as outlined in the GO letter based on the final bid cost for construction. The design fee for the project will be paid from a Federal Grant based on a 95/5

Federal/Local share. The Local Share will be approximately $5,950 to be paid from the Transportation Sales Tax fund.

The Scope of work is as follows:

Perimeter Road Construction:

- In general, the scope includes completing geotech, surveys, design and bidding for the perimeter road project. The road is approximately 8,500-LF long with local drainage improvements as required for the road construction.
- Final plans for the Perimeter Road Construction project will be completed by May 23 and submitted to the FAA for final review and FAA direction to proceed.

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



AGREEMENT FOR PROFESSIONAL SERVICES
Joplin Regional Airport
Joplin, Missouri

THIS PROFESSIONAL SERVICES AGREEMENT is made by and between the **City of Joplin** of **Joplin, Missouri,** hereinafter referred to as "Client," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Client intends to make the following improvements:

Construct a perimeter road around the north end of Runway 13/31 to connect the terminal apron to the general aviation facilities via Taxiway "K".

GARVER will provide professional services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project.

The Client and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Client as set forth below. Execution of the agreement by GARVER and the Client constitutes the Client's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Client agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Client and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Client, the FAA, and others required in the accomplishment of the work, and the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Client agrees to pay GARVER compensation as stated in the sections to follow. All of the professional services included in this agreement will be supplied by GARVER's personnel or personnel under subcontract to GARVER.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Client will pay GARVER on a lump sum basis. The Client represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Client.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveys	$10,700	Lump Sum
Geotechnical Investigation	$12,400	Lump Sum
Design Services	$86,000	Lump Sum
Bidding Services	$9,900	Lump Sum
TOTAL FEE	$119,000	

The lump sum amount to be paid under this agreement is $119,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Client will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Client indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2014.

GARVER has subcontracted with Palmerton Parrish & Associates and Allgeier Martin & Associates to complete the Geotechnical Investigation and Surveys, respectively. As part of the fees described above for Geotechnical and Surveying Services, a five percent administrative markup is in the lump sum amount included in the table above.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2013.

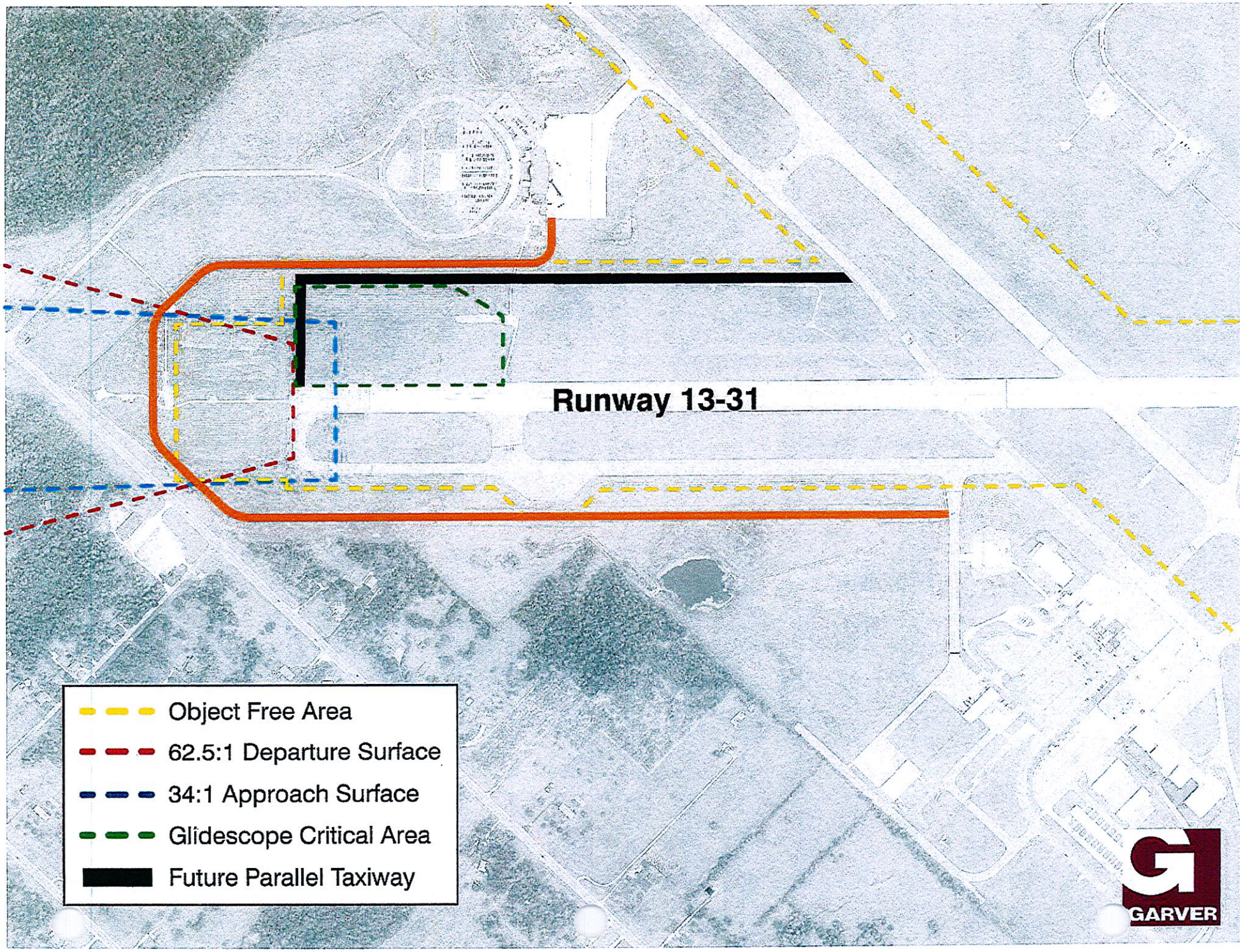
SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Client's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.

2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.

3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne


Runway 13-31
Object Free Area
62.5:1 Departure Surface
34:1 Approach Surface
Glidescope Critical Area
Future Parallel Taxiway
GARVER

U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

December 10, 2012

Mr. Steve Stockham
Manager
Joplin Regional Airport
602 S Main Street
Joplin, MO 64801

Dear Mr. Stockham:

Joplin Regional Airport
Potential AIP Grant 3-29-0037-32
Initiation of Work for Proposed Project
- Construct Airport Service Road

FAA Action:
This letter amends my project initation letter dated November 26, 2012. Project re-prioritit zation at your location has resulted in a modification of the proposed funding source for this project. The FAA is still recommending the project listed below for possible funding in FY-2013under the Airport Improvement Program (AIP):

Construct Airport Service Road (2012 RSAT Recommendation)..... $ 712,500

Of this amount, $ 97,530 is based upon available entitlement funds and the remaining is contingent upon available **discretionary** funds.

Because our consideration of funding requires you to be in a position to receive the funds, we request you adhere to the following revised project schedule:

Complete consultant selection and submit report (If applicable)	NLT 1/10/12
Conduct Pre-design conference	NLT 1/15/13
Submit Draft agreement, record of negotiations and independent cost estimate	NLT 1/30/13
Submit Preliminary Construction Safety and Phasing Plan (CSPP)	NLT 3/30/13
Submit 90% Plans and Specifications	NLT 3/30/13
Submit Final Plans and Specifications	NLT 4/28/13
Receive Bids	NLT 5/30/13
Submit Grant Application based on defined project costs	NLT 6/1/13

All other aspects, limitations and requirements stated in the 11/26/12 letter remain in effect.

Discretionary Funds:
We caution you that projects funded in whole or in part with discretionary funds incur uncertainties as to when discretionary funds become available. Your project will compete with other project locations that require discretionary funds based on a national project priority ranking system.

Regardless of this uncertainty, we still recommend that you proceed with establishing defined project costs. We request you address the funding uncertainty by incorporating **90-calendar day** hold on the received bids.

Please contact me at (816) 329-2627 if you have any questions regarding this matter.

Sincerely,

Mike A. Rottinghaus, P.E.
Project Manager

COUNCIL BILL NO. 2013-603 **ORDINANCE NO.**

AN ORDINANCE Approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Design Services for a Service Road at the Joplin Regional Airport, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Garver, LLC for design engineering services at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved..

Section 2. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of Two Hundred Sixty One Thousand Seven Hundred Dollars and No Cents ($261,700.00) for the purpose of hiring an design consultant.

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

Section 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 _____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 19, 2013
Council Bill No. 2013-156

Item: Approval of the 2012 TIGER Grant Number 8 Agreement with U.S. Department of Transportation Federal Highway Administration.

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Agreement
2) Council Bill No. 2013-156

Engineering: Jack Schaller AS	Date: 2-11-13
Public Works: David Hertzberg DH	Date: 2/11/13
Finance Department: Leslie Jones	Date: 2-12-13
City Attorney: Brian Head BH	Date: 2/13/13
City Manager: R. Mark Rohr	Date: 2/12/13

Recommended Action: Approval of the 2012 TIGER Grant Number 8 Agreement with the U.S. Department of Transportation Federal Highway Administration.

Background: The TIGER discretionary Grant program provides state and local public agencies an opportunity to receive federal funds for road and transit projects. The projects identified provide improved capacity and safety, enhance multi-modal transportation and spur economic development in an area that was ravaged by the EF 5 tornado in May 2011.

Discussion: The improvements will include expanding the capacity of Maiden Lane, Schifferdecker Avenue, 26th Street and completing a railroad grade separation project at 20th Street where it intersects the Kansas City Southern Railroadand 20th Street transit, pedestrian and bicycle facilities.

The Maiden Lane capacity improvements project consists of construction and construction engineering necessary to resurface and widen a two-mile stretch of roadway from 9th to 30th and resurfacing and widening the roadway from a four-lane to a five lane facility between 9th and 30th Streets.

The Schifferdecker Avenue capacity improvements project consists of construction and construction engineering of necessary in resurfacing and widening a two-mile stretch from a three-lane to a five lane facility between 7th and 32nd Streets.

The 26th Street capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a one-mile stretch from a two-lane to a three-lane facility between Schifferdecker Avenue and Maiden Lane.

The 20th Street Grade Separation projects consists of final design and construction of a railroad grade separation structure and connecting roadway at the Kansas City Southern Railway. The 20th Street transit upgrades consist of constructing a new transit, pedestrian and bicycle facility on 20th Street between Range Line Road and Murphy Boulevard.

The grant agreement is in the amount of Twelve Million Dollars ($12,000,000), which is 80% of the project. This Grant is a total not-to-exceed amount of funding. For urban projects, the city certifies that not less than 20%, which is Two Million Four Hundred Thousand Dollars ($2,400,000) in non-federal funds are committed to fund the project. This agreement spells out the responsibilities of each party when it comes to reporting, use of federal funds, time frames and project phasing.

Recommendation: Staff recommends approval of an agreement with the U.S. Department of Transportation Federal Highway Administration.

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2012 (Pub. L. 112-055, NOV. 18, 2011), FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2012 TIGER DISCRETIONARY GRANTS)

CITY OF JOPLIN, MISSOURI

JOPLIN TRANSPORTATION AND DISASTER RECOVERY INITIATIVE

FHWA FY 2012 TIGER Grant No. 8

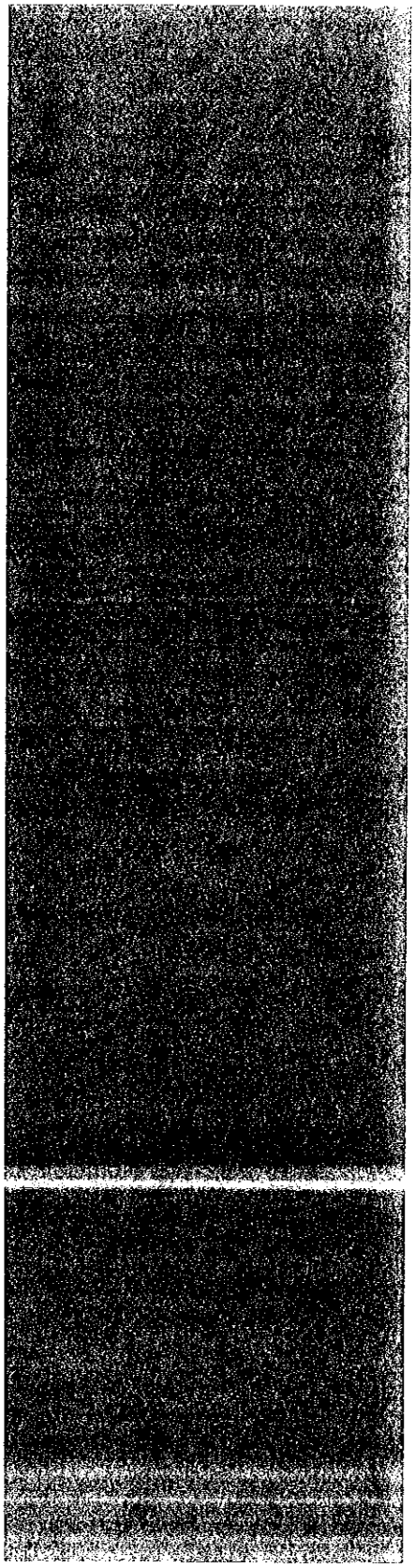
This agreement (the "Agreement" or "Grant Agreement") reflects the selection of the City of Joplin, Missouri ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Consolidated and Further Continuing Appropriations Act, 2012 (Pub.L. 112-055, Nov. 18, 2011), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2012 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").

1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled "Joplin Transportation and Disaster Recovery Initiative", and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

1.3 The Government, having reviewed and considered the Grantee's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of Twelve Million Dollars ($12,000,000), for the entire period of performance (referred to



as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than Two Million Four Hundred Thousand Dollars ($2,400,000) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources.

1.3.1 As delineated in the Statement of Work (Attachment A to this Agreement), the Grant consists of five project components 1, 2, 3, 4~~A~~, and 5~~4B~~ with a Base Phase (Construction of Projects 1, 2 and 3) and One Option Phase – Phase 1 (Construction of Projects 4~~A~~ and 5~~4B~~).

1.3.2 The Base Phase obligation amount consists of up to SEVEN MILLION NINE~~FOUR~~ HUNDRED SEVENTY-THREE~~NINETY-EIGHT~~ THOUSAND SIX~~EIGHT~~ HUNDRED AND EIGHT~~EIGHTY-THREE~~ dollars ($7,973,608~~498,883~~) for Projects 1, 2, and 3 eligible construction costs reimbursable under Title 23 of the United States Code.

1.3.3 The Option - Phase 1 obligation amount consists of up to FOUR MILLION ~~FIVE HUNDRED~~ TWENTY-SIX~~ONE~~ THOUSAND THREE~~ONE~~ HUNDRED AND NINETY-TWO~~SEVENTEEN~~ DOLLARS ($4,026,392~~501,117~~) for Projects 4~~A~~ and 5~~4B~~ for eligible construction costs reimbursable under Title 23 of the United States Code. The Option - Phase 1 amount may only be obligated for performance only after (A) FHWA approves the Plans, Specifications and Estimates (PS&E) for Projects 4~~A~~ and 5~~4B~~, and (B) upon bilateral exercise of the Government, via formal amendment to the Agreement and executed by the Government.

1.3.4 The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at :

http://www.ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2012_gr_exhbt_tmp/index.htm

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Grantee

Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

The TIGER funds will contribute to transportation projects in the Joplin area including expanding the capacity of Maiden Lane, Schifferdecker Avenue, and 26th Street; ~~and~~ completing a~~two~~ railroad grade separation projects at 20th Street ~~and 15th Street~~ where it~~they~~ intersects the Kansas City Southern Railway; and constructing a new transit, pedestrian, bicycle facility on 20th Street between Range Line Road and Murphy Boulevard.

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2.2 Project's Schedule Summary (for further information see Attachment B):

Base Phase – Projects 1, 2 and 3

Completion of NEPA:	March 2012
Latest Planned Completion of Final PS&E:	March 2013
Latest Planned Construction Start Date:~~——~~	May~~April~~ 2013
Planned Construction Substantial Completion Date:	November 2013

Option Phase 1 – Projects 4~~A and 4B~~

Completion of NEPA:	March 2012
Planned Completion of Final PS&E:	April 2013
Planned Construction Start Date:	August 2013
Planned Construction Substantial Completion Date:	November 2014

Project 5

Completion of NEPA:	March 2012
Planned Completion of Final PS&E:	May 2013
Planned Construction Start Date:	August 2013
Planned Construction Substantial Completion Date:	November 2013

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2.3 Project's Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	$12,000,000	72~~50~~%
~~Other Federal Funds (STP – Urban):~~	~~$ 539,120~~	~~2%~~
State Funds (MoDOT[1]):	$ 200,000~~400,000~~	12%
Local Funds (City of Joplin):	$ 4,106,975~~4,760,064~~	25~~21~~%
Other Funds (Kansas City Southern Railroad):	$ 350,000	2%
~~Other Funds (unknown[2]):~~	~~$ 5,123,599~~	~~22%~~
Total Project Cost:	**$16,656,975~~23,172,783~~**	**100%**

BASE Phase – Projects 1, 2 and 3

TIGER Discretionary Grant Amount:	$ 7,973,608~~7,498,883~~
~~Other Federal Funds (STP – Urban):~~	~~$ 539,120~~
Local Funds (City of Joplin):	$ 839,175~~134,780~~
Total Cost:	**$ 8,812,783~~8,172,783~~**

OPTION PHASE 1 – Projects 4~~A~~ and 5~~4B~~

TIGER Discretionary Grant Amount:	$ 4,026,392~~4,501,117~~
State Funds (MoDOT~~[3]~~[1]):	$ 200,000~~400,000~~

[1] Missouri Department of Transportation

~~[2] Unidentified funding sources at time of agreement~~

~~[3] Missouri Department of Transportation~~

Local Funds (City of Joplin):	$ 3,267,8004,625,284
Other Funds (Kansas City Southern Railroad):	$ 350,000
~~Other Funds (unknown[4]):~~	~~$ 5,123,599~~
Total Cost:	**$ 7,844,19215,000,000**

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements:

Project 1 - Maiden Lane Roadway Widening ONE DOT TIP Amendment dated September 17, 2012.
Project 2 - Schifferdecker Roadway Widening Avenue ONE DOT TIP Amendment dated September 17, 2012

Project 3 - 26th Street Roadway Widening ONE DOT TIP Amendment dated September 17, 2012

Project 4~~A~~ - 20th Street KCS Railroad Grade Separation ONE DOT TIP Amendment dated September 17, 2012

Project ~~5~~4~~B~~ – 20th Street Transit, Pedestrain and Bicycle facilities ~~15th Street KCS Railroad Grade Separation ONE DOT TIP Amendment dated September 17, 2012 (for Engineering and Right-of-Way funding only) and~~ **Planned TIP Amendment** in February~~May~~ 2013 ~~for Construction funding~~

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2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date:

Project 1 - Maiden Lane Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 2 - Schifferdecker Roadway Widening Avenue Programmatic Categorical Exclusion dated 3/15/2012

Project 3 - 26th Street Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 4~~A~~ - 20th Street KCS Railroad Grade Separation Programmatic Categorical Exclusion dated 3/15/2012

~~[4] Unidentified funding sources at time of agreement~~

Project ~~54B —~~ 20th Street Transit, Pedestrian and Bicycle facilities~~15th Street KCS Railroad Grade Separation~~ Programmatic Categorical Exclusion dated 3/15/2012

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Environmental Decision Type and Date:

Project 1 - Maiden Lane Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 2 - Schifferdecker Roadway Widening Avenue Programmatic Categorical Exclusion dated 3/15/2012

Project 3 - 26th Street Roadway Widening Programmatic Categorical Exclusion dated 3/15/2012

Project 4~~A~~ - 20th Street KCS Railroad Grade Separation Programmatic Categorical Exclusion dated 3/15/2012

Project ~~54B —~~ 20th Street Transit, Pedestrian and Bicycle facilities~~15th Street KCS Railroad Grade Separation~~ Programmatic Categorical Exclusion dated 3/15/2012

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Name of Agency and Office Approving each Environmental Decision Document:

Missouri Department of Transportation per Programmatic Agreement with FHWA – Missouri Division

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 10649846

Name of any First-Tier Sub-Grantees or Sub-Recipients : N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient : N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Jack Schaller
Assistant Public Works Director
City of Joplin
602 S. Main
Joplin, MO 64801
417-624-0820 Ext. 531
jschalle@joplinmo.org

and

DRAFT

Chad Zickefoose
Transportation Project Designer - LPA
Missouri Department of Transportation
3025 East Kearney
Springfield, MO 65803
417-895-7638
chad.zickefoose@modot.mo.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

3.1 **Project Outcomes and Performance Measurement Reports**: Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.

3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the Pre-project Report for Projects 1, 2, and 3 to the Government by **July 1, 2013**. Grantee shall represent that the data in the Pre-project Report for Projects 1, 2, and 3 is current as of **March 31, 2013**. Grantee shall submit the Pre-project Report for Projects 4~~A~~ and 5~~4B~~ to the Government by **November 1, 2013**. Grantee shall represent that the data in the Pre-project Report for Projects 4 and 5 is current as of **July 31, 2013**.

3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in

the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.

3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report for Projects 1, 2 and 3 to the Government by **July 1, 2019** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report for Projects 1, 2 and 3 is current as of **March 31, 2019.** Grantee shall submit the Project Outcomes Report for Projects 4~~A~~ and 5~~B~~ to the Government by **November 1, 2020** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report for Projects 4~~A~~ and 5~~B~~ by **July 31, 2020.**

3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY 2012 TIGER Discretionary Grant No. 8 - Performance Measure Report No. 1 or 2 or 3, etc.

3.2 **Project Progress and Monitoring Reports**: Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.

3.3 **Annual Budget Review and Program Plan**: The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written

plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.

3.4 **Closeout Process**: Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.

3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Dawn Perkins
Realty Specialist
Federal Highway Administration – MO Division
3220 W. Edgewood, Suite H
Jefferson City, MO 65109
573-638-2626
dawn.perkins@dot.gov

and

FHWA TIGER Program Coordinator
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-207
Washington, DC 20590
(202) 366-0408
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

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SECTION 4. SPECIAL GRANT REQUIREMENTS

4.1 Option Phase 1 – Projects ~~4A~~ and ~~54B~~ may be exercised subject to the Government's determination that the FHWA has approved PS&E for this Phase, and the Recipient has met all Federal, State, and Local requirements required prior to the start of construction, and is subject to availability of funds. The obligation of FY 2012 TIGER Funds for Option Phase 1 will require execution of a formal bilateral amendment to the grant signed by the Government and Grantee.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

5.1.2 The Grantee fails to begin construction before **June 1, 2013**;

5.1.3 The Grantee fails to begin expenditure of Grant funds by **July 1, 2013**;

5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,

5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.

5.2 Funds made available under this Agreement shall be obligated by Grantee on or before September 30, 2013. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2018, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.

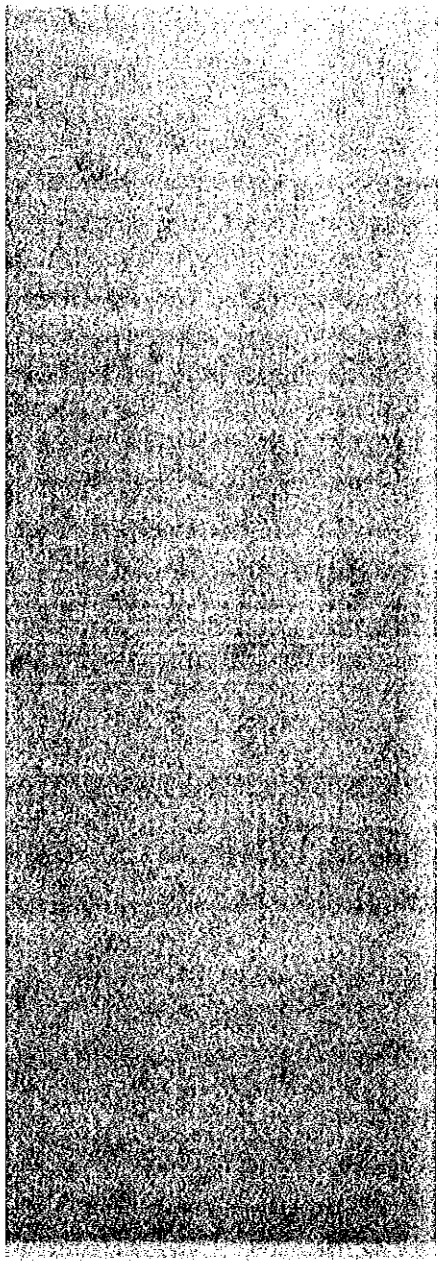
5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the

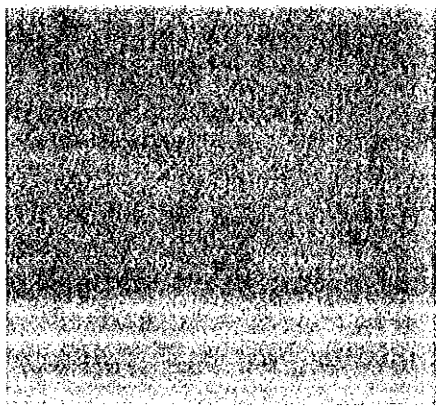
change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. Upon final execution of this Agreement by the Grantee, the effective date shall be the date the Government awarded funding under this Agreement as set forth below. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

DRAFT





EXECUTION BY THE GOVERNMENT

Executed this_____ day of _____, 2013~~2~~.

_____
Signature of Government's Authorized Representative

_____
Name of Government's Authorized Representative

_____
Title

EXECUTION BY CITY OF JOPLIN

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this_____ day of _____, 2013.

_____
Signature of Grantee's Authorized Representative

_____
Name of Grantee's Authorized Representative

_____
Title

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the Federal Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the Federal Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this_____ day of _____, 2013.

_____

Signature of State Department of Transportation Designated Official Representative

_____

Name of State Department of Transportation Designated Official Representative

_____

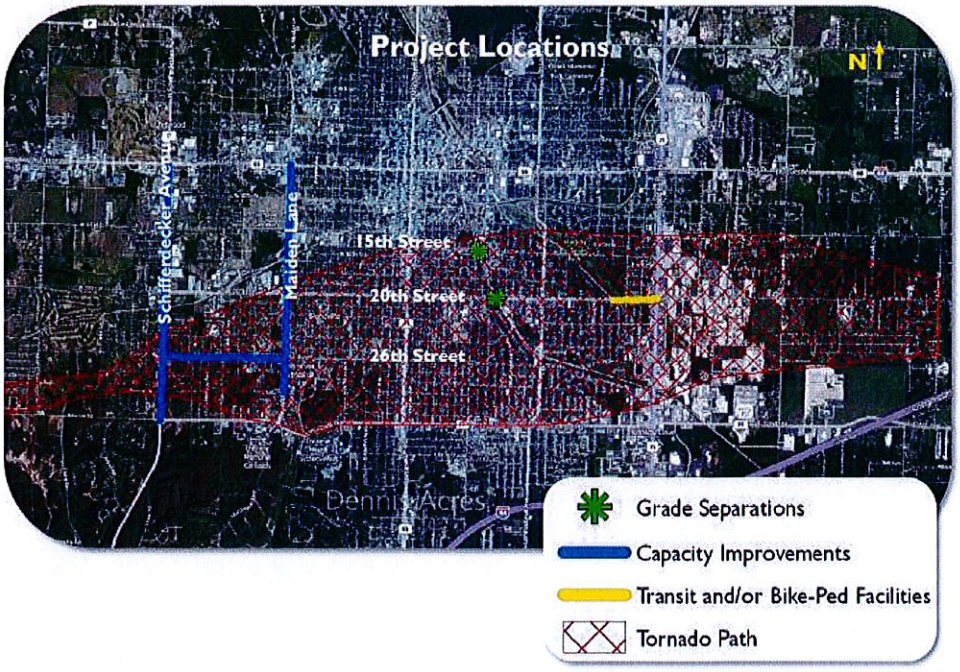
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ATTACHMENT A
STATEMENT OF WORK

The Joplin Transportation and Disaster Recovery Initiative project located in the City of Joplin, Missouri consists of five transportation infrastructure components. The Projects will provide improved capacity and safety; enhance multi-modal transportation; and spur economic development in an area that was ravaged by an EF5 tornado in May 2011.

The Grant Agreement provides full funding for the construction of five~~our~~ out of six of the components in the application. The~~Although the~~ 15th Street Grade Separation is not ~~fully~~ funded, and the Joplin City Council voted to remove the project from the suite of projects.~~it will move forward as described below. The 20th Street Transit, Pedestrian and Bicycle facilities project was eliminated due to delegating a higher priority to the Grade Separation projects.~~

TIGER funds will be used for the Base Phase for eligible construction Project costs under Title 23 of the United States Code for Projects 1, 2, and 3. TIGER funds will be used for Option Phase 1 for eligible construction costs for Projects 4~~A~~ and 5~~4B~~. The Projects will be advertised for construction under five~~our~~ separate construction project contracts. The five TIGER funded components, included in each of the five~~our~~ Project contracts are discussed below.



Base Phase

Project 1

The Maiden Lane capacity improvements project consists of construction and construction engineering necessary in resurfacing a two-mile stretch of roadway from 7th to 9th Streets and resurfacing and widening the roadway from a four-lane to a five-lane facility between 9th and 30th Streets. Complete street elements such as bike lanes, sidewalks and transit stops are incorporated into the design. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The roadway will be widened, milled, and resurfaced along with related culverts, storm sewers, retaining walls, hand rails, curb and gutter, landscaping, lighting, erosion control, and traffic control work to be completed.

Project 2

The Schifferdecker Avenue capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a two-mile stretch from a three-lane to a five-lane facility between 7th and 32nd Streets. Complete street elements such as bike lanes, sidewalks and transit stops are incorporated into the design. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The roadway will be widened and resurfaced along with related culverts, storm sewers, retaining walls, curb and gutter, landscaping, erosion control, and traffic control work to be completed.

Project 3

The 26th Street capacity improvements project consists of construction and construction engineering necessary in resurfacing and widening a one-mile stretch from a two-lane to a three-lane facility between Schifferdecker Avenue and Maiden Lane. Complete street elements such as bike lanes, sidewalks and transit stops are incorporated into the design. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The roadway will be widened and resurfaced along with related culverts, storm sewers, curb and gutter, landscaping, erosion control, and traffic control work to be completed.

Option Phase 1

Project 4

~~Project (4A) —~~The 20th Street Grade Separation project consists of final design (PS&E)~~, and~~ construction, and construction engineering necessary for ~~of~~ a grade separation structure and connecting roadway at the Kansas City Southern Railway. To match TIGER funding, the City of Joplin will select an engineering consultant to complete the final design and acquire the necessary right-of-way. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The design will provide for construction of grade separation structure and related roadways, earthwork, MSE Walls, retaining walls, sanitary

sewers, storm sewers, water mains, landscaping, signing, striping, erosion control, and traffic control while incorporating pedestrian and bicycle amenities.

Project 5

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The 20th Street Transit, Pedestrian and Bicycle facilities project consists of final design (PS&E), construction, and construction engineering necessary in constructing a new sidewalk along a one-third mile segment between Range Line Road and Murphy Boulevard. To match TIGER funding, the City of Joplin will select an engineering consultant to complete the final design and acquire the necessary right-of-way. After PS&E review and approval, the City of Joplin will select a contractor to complete the construction. The design will provide for construction of sidewalk to accommodate pedestrians, bicycles, and transit stops and will include earthwork, retaining walls, curb and gutter, landscaping, erosion control, and traffic control.

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~~Project (4B) (Add Alternate) The 15th Street Grade Separation project consists of final design (PS&E), construction, and construction inspection of a grade separation structure and connecting roadway at the Kansas City Southern Railway; however this portion of the project is not fully funded at this time. To match TIGER funding, the City of Joplin will select an engineering consultant to complete the final design and acquire the necessary right-of-way. After PS&E review and approval, the City of Joplin will include the project in the construction advertisement as an add alternate, which means if the base bid comes in low enough, then the project will be added to the construction contract. The design will provide for construction of grade separation structure and related roadways, earthwork, MSE Walls, retaining walls, sanitary sewers, storm sewers, water mains, landscaping, signing, striping, erosion control, and traffic control while incorporating pedestrian and bicycle amenities.~~

The City of Joplin is committed to incorporating sustainable innovations in the design and construction of this project. Some of the strategies they may incorporate include sustainable landscaping, natural storm water treatment methods, porous pavement, recycled construction materials, and LED lighting and signals.

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ATTACHMENT B
ESTIMATED PROJECT SCHEDULE

Base Phase

Project 1

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	May~~April~~ 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	March~~February~~ 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	May~~April~~ 2013
Planned Construction Start Date:	May~~April~~ 2013
Planned Mobilization Start Date:	May~~April~~ 2013
Planned Mobilization Completion Date:	May~~April~~ 2013
Planned Earthwork and Grading Start Date:	May~~April~~ 2013
Planned Earthwork and Grading Completion Date:	November 2013
Planned Clearing/Grubbing/Removals Start Date:	May~~April~~ 2013
Planned Clearing/Grubbing/Removals Completion Date:	July 2013
Planned Concrete Pavement Repair Start Date:	July 2013
Planned Concrete Pavement Repair Completion Date:	July 2013
Planned Culverts Start Date:	May~~April~~ 2013
Planned Culverts Completion Date:	September 2013
Planned Modular Block Retaining Wall Start Date:	August 2013
Planned Modular Block Retaing Wall Completion Date:	September 2013
Planned Storm Sewer Start Date:	April 2013
Planned Storm Sewer Completion Date:	September 2013
Planned Asphalt Milling Start Date:	August 2013
Planned Asphalt Milling Completion Date:	September 2013
Planned Base and Asphalt Pavement Start Date:	July 2013
Planned Base and Asphalt Pavement Completion Date:	November 2013
Planned Island, Sidewalk, Ramps, etc. Start Date:	June~~May~~ 2013

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Planned Island, Sidewalk, Ramps, etc. Completion Date: November 2013

Planned Hand Rails Start Date: September 2013
Planned Hand Rails Completion Date: November 2013

Planned Traffic Control Start Date: May~~April~~ 2013
Planned Traffic Control Completion Date: November 2013

Planned Erosion Control Start Date: May~~April~~ 2013
Planned Erosion Control Completion Date: November 2013

Planned Seeding/Fertilizing/Mulch Start Date: September 2013
Planned Seeding/Fertilizing/Mulch Completion Date: November 2013

Planned Signals and Lighting Start Date: July 2013
Planned Signals and Lighting Completion Date: November 2013

Planned 10% Contingency Start Date: May~~April~~ 2013
Planned 10% Contingency Completion Date: November 2013

Planned Project Construction Substantial Completion Date: November 2013

Planned Project Closeout Date: February 2014

Project 2

Planned Start of Preliminary Engineering: N/A
Planned End of Preliminary Engineering: N/A

Actual Start of Right of Way Acquisition: October 2012
Planned End of Right of Way Acquisition: April 2013

Actual Start of Final Design: October 2011
Planned Completion of Final PS&E: March 2013~~December 2012~~

Actual Completion of NEPA: March 2012

Planned Construction Contract Award Date: April 2013

Planned Construction Start Date: April 2013
Planned Mobilization Start Date: April 2013
Planned Mobilization Completion Date: April 2013

Planned Earthwork and Grading Start Date: April 2013
Planned Earthwork and Grading Completion Date: November 2013

Planned Clearing/Grubbing/Removals Start Date: April 2013
Planned Clearing/Grubbing/Removals Completion Date: July 2013

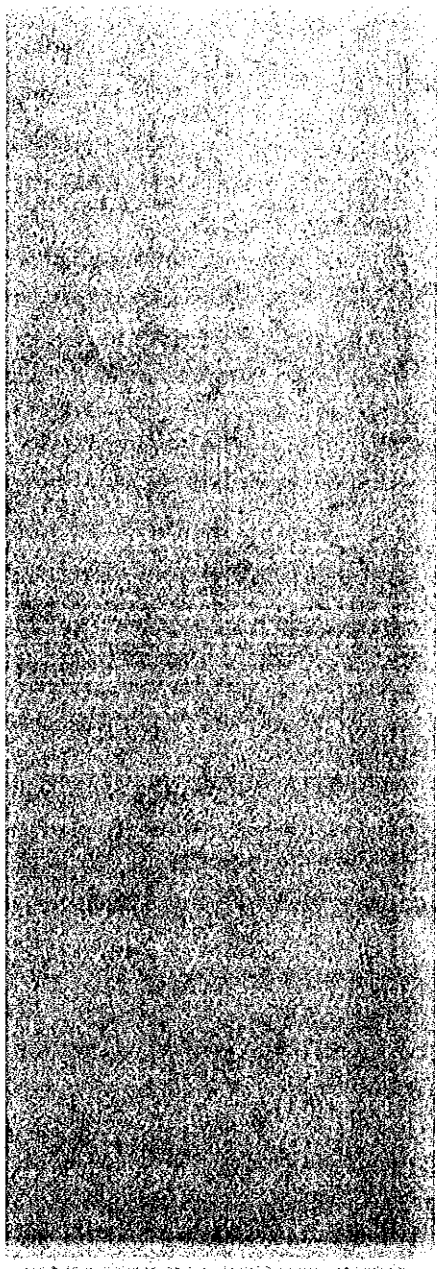
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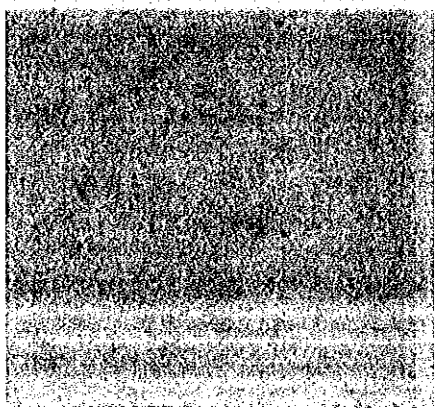
Planned Retaining Walls Start Date:	May 2013
Planned Retaining Walls Completion Date:	September 2013
Planned Culverts Start Date:	April 2013
Planned Culverts Completion Date:	September 2013
Planned Storm Sewer Start Date:	April 2013
Planned Storm Sewer Completion Date:	September 2013
Planned Base Start Date:	July 2013
Planned Base Completion Date:	November 2013
Planned Sidewalk, Ramps, etc. Start Date:	April 2013
Planned Sidewalk, Ramps, etc. Completion Date:	November 2013
Planned Asphalt Pavement Start Date:	August 2013
Planned Asphalt Pavement Completion Date:	November 2013
Planned Traffic Control Start Date:	April 2013
Planned Traffic Control Completion Date:	November 2013
Planned Erosion Control Start Date:	April 2013
Planned Erosion Control Completion Date:	November 2013
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	November 2013
Planned 10% Contingency Start Date:	April 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

Project 3

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	April 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	March 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	April 2013

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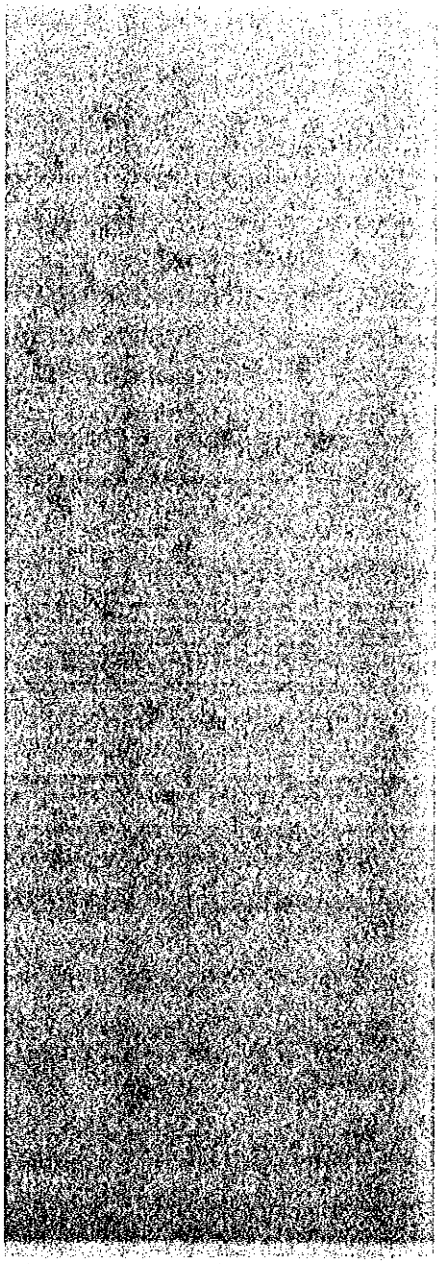
Planned Construction Start Date:	April 2013
Planned Mobilization Start Date:	April 2013
Planned Mobilization Completion Date:	April 2013
Planned Grading Start Date:	April 2013
Planned Grading Completion Date:	November 2013
Planned Removals Start Date:	April 2013
Planned Removals Completion Date:	July 2013
Planned Drainage Start Date:	April 2013
Planned Drainage Completion Date:	September 2013
Planned Paving Start Date:	July 2013
Planned Paving Completion Date:	November 2013
Planned Traffic Control Start Date:	April 2013
Planned Traffic Control Completion Date:	November 2013
Planned Erosion Control Start Date:	April 2013
Planned Erosion Control Completion Date:	November 2013
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	November 2013
Planned 10% Contingency Start Date:	April 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

Option Phase I

Project 4~~A~~

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Planned Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	August 2013
Planned Start of Final Design:	September 2012
Planned Completion of Final PS&E:	April 2013
Actual Completion of NEPA:	March 2012

Planned Construction Contract Award Date:	August 2013
Planned Construction Start Date:	August 2013
Planned Mobilization Start Date:	August 2013
Planned Mobilization Completion Date:	August 2013
Planned Clearing/Grubbing/Removals Start Date:	August 2013
Planned Clearing/Grubbing/Removals Completion Date:	September 2013
Planned Embankment (Fill) Start Date:	September 2013
Planned Embankment (Fill) Completion Date:	November 2014
Planned MSE Walls (Bridge Approach Fill) Start Date:	September 2013
Planned MSE Walls (Bridge Approach Fill) Completion Date:	March 2014
Planned Bridge Start Date:	October 2013
Planned Bridge Completion Date:	June 2014
Planned Bridge Approach Slab Start Date:	March 2014
Planned Bridge Approach Slab Completion Date:	July 2014
Planned Sanitary Sewer Mains Start Date:	September 2013
Planned Sanitary Sewer Mains Completion Date:	June 2014
Planned Storm Sewer Start Date:	September 2013
Planned Storm Sewer Completion Date:	June 2014
Planned Water Mains Start Date:	September 2013
Planned Water Mains Completion Date:	June 2014
Planned Concrete Retaining Walls Start Date:	June 2014
Planned Concrete Retaining Walls Completion Date:	October 2014
Planned Removal of At-Grade RR Crossing Start Date:	September 2014
Planned Removal of At-Grade RR Crossing Completion Date:	October 2014
Planned AB-3 Base Start Date:	July 2014
Planned AB-3 Base Completion Date:	October 2014
Planned Asphaltic Concrete Start Date:	July 2014
Planned Asphaltic Concrete Completion Date:	November 2014
Planned Pavement Marking Start Date:	October 2014
Planned Pavement Marking Completion Date:	November 2014
Planned Permanent Signing Start Date:	October 2014
Planned Permanent Signing Completion Date:	November 2014
Planned Seeding Start Date:	September 2014
Planned Seeding Completion Date:	November 2014



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Planned Erosion Control Start Date: August 2013
Planned Erosion Control Completion Date: November 2014

Planned Traffic Control Start Date: August 2013
Planned Traffic Control Completion Date: November 2014

Planned 10% Contingency Start Date: August 2013
Planned 10% Contingency Completion Date: November 2014

Planned Project Construction Substantial Completion Date: November 2014

Planned Project Closeout Date: February 2015

Project 54B ~~(Add Alternate)~~

Planned Start of Preliminary Engineering: N/A
Planned End of Preliminary Engineering: N/A

Planned Start of Right of Way Acquisition: February 2013~~October 2012~~
Planned End of Right of Way Acquisition: August 2013

Planned Start of Final Design: February 2013~~September 2012~~
Planned Completion of Final PS&E: May~~April~~ 2013

Actual Completion of NEPA: March 2012

Planned Construction Contract Award Date: August 2013

Planned Construction Start Date: August 2013
Planned Mobilization Start Date: August 2013
Planned Mobilization Completion Date: August 2013

Planned Earthwork and Grading~~Clearing/Grubbing/Removals~~ Start Date: August 2013
Planned Earthwork and Grading~~Clearing/Grubbing/Removals~~ Completion Date: August~~September~~ 2013

Planned Sidewalk and Ramps~~Embankment (Fill)~~ Start Date: September 2013
Planned Sidewalk and Ramps~~Embankment (Fill)~~ Completion Date: November 2013~~November 2014~~

Planned Base~~MSE Walls (Bridge Approach Fill)~~ Start Date: September 2013
Planned Base~~MSE Walls (Bridge Approach Fill)~~ Completion Date: October 2013~~March 2014~~

Planned Entrances~~Bridge~~ Start Date:
September~~October~~ 2013
Planned Entrances~~Bridge~~ Completion Date:
November 2013~~June 2014~~

Planned Curb and Gutter~~Bridge Approach Slab~~ Start Date:
September 2013~~March 2014~~
Planned Curb and Gutter~~Bridge Approach Slab~~ Completion Date:
October 2013~~July 2014~~

Planned Retaining Walls~~Sanitary Sewer Mains~~ Start Date:
September 2013
Planned Retaining Walls~~Sanitary Sewer Mains~~ Completion Date: October 2013~~June 2014~~

Planned Railing~~Storm Sewer~~ Start Date:
October~~September~~ 2013
Planned Railing~~Storm Sewer~~ Completion Date:
November 2013~~June 2014~~

~~Planned Water Mains Start Date: September 2013~~
~~Planned Water Mains Completion Date: June 2014~~

~~Planned Concrete Retaining Walls Start Date: June 2014~~
~~Planned Concrete Retaining Walls Completion Date: October 2014~~

~~Planned Removal of At-Grade RR Crossing Start Date: September 2014~~
~~Planned Removal of At-Grade RR Crossing Completion Date: October 2014~~

~~Planned AB-3 Base Start Date: July 2014~~
~~Planned AB-3 Base Completion Date: October 2014~~

~~Planned Asphaltic Concrete Start Date: July 2014~~
~~Planned Asphaltic Concrete Completion Date: November 2014~~

~~Planned Pavement Marking Start Date: October 2014~~
~~Planned Pavement Marking Completion Date: November 2014~~

~~Planned Permanent Signing Start Date: October 2014~~
~~Planned Permanent Signing Completion Date: November 2014~~

~~Planned Seeding Start Date: September 2014~~
~~Planned Seeding Completion Date: November 2014~~

Planned Erosion Control Start Date: August 2013
Planned Erosion Control Completion Date: November 2013~~2014~~

Planned Traffic Control Start Date: August 2013

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Planned Traffic Control Completion Date: November 20132014

Planned Seeding/Fertilizer/Mulch Start Date: September 20132014

Planned Seeding/Fertilizer/Mulch Completion Date: November 20132014

Planned 10% Contingency Start Date: August 2013

Planned 10% Contingency Completion Date: November 20132014

Planned Project Construction Substantial Completion Date: November 20132014

Planned Project Closeout Date: February 20142015

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ATTACHMENT C
ESTIMATED PROJECT BUDGET

BASE PHASE

PROJECT 1

Maiden Lane Widening	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match
Construction Detail				
Mobilization	$175,000		$175,0000	$0
Earthwork and Grading	$492,935		$492,935	$0
Clearing and Grubbing/Removals	$141,244		$141,2440	$0
Concrete Pavement Repair	$18,200		$18,2000	$018,200
Culverts	$856,405		$856,405	$0
Modular Block Retaining Wall	$40,500		$40,5000	$0
Storm Sewer	$174,310		$174,3100	$0
Asphalt Milling	$81,712		$0	$81,712
Base and Asphalt Pavement	$1,097,945		$1,097,945	$0
Island, Sidewalk, Ramps, and Curb and Gutter	$661,978		$661,978	$0
Hand Rails	$23,750		$23,750	$0
Traffic Control	$15,000		$15,000	$0
Erosion Control	$8,000		$8,0000	$0
Seeding, Fertilizing and Mulch	$28,000		$0	$28,000
Signals and Lighting	$262,434		$262,434	$0
10% Contingency	$467,847		$378,384460,913	$89,4636,868
Construction Subtotal	$4,545,260	270%	$4,346,0853,871,360	$199,175134,780
Construction Inspection	$320,000	2%	$0	$320,000
Subtotal	**$4,865,2604,545,260**	**290%**	**$4,346,0853,871,360**	**$519,175134,780**

Comment [USDOT1]: The last two columns were removed from each table because we no longer have Federal STP Urban funds or Other (Unknown) funds in any of the projects.

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PROJECT 2

Schifferdecker Avenue Widening	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match
Construction Detail				
Mobilization	$70,000		$70,000	$0
Earthwork and Grading	$148,141		$148,141	$0
Clearing and Grubbing/Removals	$34,852		$34,852	$0
Retaining Walls	$149,745		$149,745	$0
Culverts	$140,080		$140,080	$0
Storm Sewer	$53,150		$53,150	$0
Base	$126,831		$126,831	$0
Sidewalk, Ramps, and Curb and Gutter	$133,100		$133,100	$0
Asphalt Pavement	$516,082		$516,082	$0
Traffic Control	$15,000		$15,000	$0
Erosion Control	$8,000		$8,000	$0
Seeding, Fertilizing and Mulch	$9,000		$9,000	$0
10% Contingency	$154,167		$154,167	$0
Construction Subtotal	$1,558,148	~~97~~%	$1,558,148	$0
Construction Inspection	$160,000	1%	$0	$160,000
Subtotal	**$1,718,148~~1,558,148~~**	**10~~7~~%**	**$1,558,148**	**$160,000~~0~~**

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PROJECT 3

26th Street Widening	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match
Construction Detail				

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26th Street Widening	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match
Mobilization	$92,181		$92,181	$0
Grading	$253,970		$253,970	$0
Removals	$28,219		$28,219	$0
Drainage	$301,000		$301,000	$0
Paving	$1,185,180		$1,185,180	$0
Traffic Control	$18,800		$18,800	$0
Erosion Control	$8,000		$8,000	$0
Seeding, Fertilizing and Mulch	$9,000		$9,000	$0
10% Contingency	$173,025		$173,025	$0
Construction Subtotal	$2,069,375	12~~9~~%	$2,069,375	$0
Construction Inspection	$160,000	1%	$0	$160,000
Subtotal	**$2,229,375~~2,069,375~~**	**13~~9~~%**	**$2,069,375**	**$160,000~~0~~**

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OPTION PHASE 1
PROJECT 4~~A~~

20th Street Railroad Grade Separation	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match

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20th Street Railroad Grade Separation	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match
Preliminary Engineering	$504,000	32%	$0	$504,000
Right of Way Acquisition	$500,000	32%	$0	$500,000
Construction Detail				
Mobilization	$200,000		$200,000	$0
Clearing and Grubbing / Removals	$200,000		$0	$200,000
Embankment (Fill)	$105,000		$105,0000	$0105,000
MSE Walls (Bridge Approach Fill)	$1,925,800		$0	$1,925,800
Bridge	$1,625,700		$1,625,700	$0
Bridge Approach Slab	$37,400		$37,400	$0
Sanitary Sewer Mains	$150,000		$150,000	$0
Storm Sewer	$150,000		$150,000	$0
Water Mains	$150,000		$150,000	$0
Concrete Retaining Walls	$6,000		$6,0000	$06,000
Removal of At-Grade RR Crossing	$50,000		$50,000	$0
AB-3 Base	$163,170		$163,170	$0
Asphaltic Concrete	$380,000		$380,000	$0
Pavement Marking	$20,000		$20,0000	$020,000
Permanent Signing	$30,000		$30,000	$0
Seeding	$16,000		$16,000	$0
Erosion Control	$15,000		$15,0000	$015,000
Traffic Control	$100,000		$0	$100,000
10% Contingency	$671,930		$371,930309,446	$0362,484
Construction Subtotal	$5,996,000	3626%	$3,770,2003,261,716	$2,225,8002,734,284
Construction Inspection	$376,000	2%	$0	$376,000
Subtotal	**$7,376,0007,000,000**	**4430%**	**$3,770,2003,261,716**	**$3,605,8003,738,284**

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~~PROJECT 4B (ADD ALTERNATE)~~

Comment [USDOT2]: 15 Street Railroad Grade Separation has been deleted

~~15th Street Railroad Grade Separation (Add Alternate)~~	~~Planned Cost~~	~~% of Total Project Cost~~	~~FY12 TIGER Funds~~	~~Match~~	~~Federal – STP Urban~~	~~Other (unknown)~~
~~Preliminar~~	~~$512,000~~	~~2%~~	~~$0~~	~~$512,000~~	~~$0~~	~~$0~~

15th Street Railroad Grade Separation (*Add Alternate*)	Planned Cost	% of Total Project Cost	FY12 TIGER Funds	Match	Federal – STP Urban	Other (unknown)
y Engineering						
Right of Way Acquisition	$750,000	3%	$0	$750,000	$0	$0
Construction Detail						
Mobilization	$200,000	-	$0	$0	$0	$200,000
Clearing and Grubbing / Removals	$900,000	-	$0	$0	$0	$900,000
Embankment (Fill)	$90,000	-	$0	$0	$0	$90,000
MSE Walls (Bridge Approach Fill)	$1,918,600	-	$0	$0	$0	$1,918,600
Bridge	$1,625,700	-	$1,202,001	$0	$0	$423,699
Bridge Approach Slab	$37,400	-	$37,400	$0	$0	$0
Sanitary Sewer Mains	$150,000	-	$0	$150,000	$0	$0
Storm Sewer	$150,000	-	$0	$150,000	$0	$0
Water Mains	$150,000	-	$0	$0	$0	$150,000
Concrete Retaining Walls	$6,000	-	$0	$0	$0	$6,000
Removal of At-Grade RR Crossing	$50,000	-	$0	$50,000	$0	$0
AB-3 Base	$164,670	-	$0	$0	$0	$164,670
Asphaltic Concrete	$383,680	-	$0	$0	$0	$383,680
Pavement Marking	$15,000	-	$0	$0	$0	$15,000
Permanent Signing	$26,000	-	$0	$0	$0	$26,000
Seeding	$10,000	-	$0	$0	$0	$10,000
Erosion Control	$15,000	-	$0	$0	$0	$15,000
Traffic	$100,000	-	$0	$0	$0	$100,000

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~~15th Street Railroad Grade Separation (*Add Alternate*)~~	~~Planned Cost~~	~~% of Total Project Cost~~	~~FY12 TIGER Funds~~	~~Match~~	~~Federal – STP Urban~~	~~Other (unknown)~~
~~Control~~						
~~10% Contingency~~	~~$745,950~~	~~-~~	~~$0~~	~~$25,000~~	~~$0~~	~~$720,950~~
~~Construction Subtotal~~	~~$6,738,000~~	~~29%~~	~~$1,239,401~~	~~$375,000~~	~~$0~~	~~$5,123,599~~
~~**Subtotal**~~	~~**$8,000,000**~~	~~**34%**~~	~~**$1,239,401**~~	~~**$1,637,000**~~	~~**$0**~~	~~**$5,123,599**~~
~~**Total**~~	~~**$23,172,783**~~	~~**100%**~~	~~**$12,000,000**~~	~~**$5,510,064**~~	~~**$539,120**~~	~~**$5,123,599**~~

PROJECT 5

20th Street Transit, Pedestrian, Bicycle Facility	**Planned Cost**	**% of Total Project Cost**	**FY12 TIGER Funds**	**Match**
Preliminary Engineering	$36,000	0%	$0	$36,000
Right of Way Acquisition	$140,000	1%	$0	$140,000
Construction Detail	-	-	-	-
Mobilization	$11,139	-	$11,139	$0
Earthwork and Grading	$4,500	-	$4,500	$0
Sidewalk and Ramps	$150,000	-	$150,000	$0
Base	$1,325	-	$1,325	$0
Entrances	$22,400	-	$22,400	$0
Curb and Gutter	$4,550	-	$4,550	$0
Retaining Walls	$28,000	-	$28,000	$0
Railing	$12,000	-	$12,000	$0
Erosion Control	$1,000	-	$1,000	$0
Traffic Control	$1,500	-	$1,500	$0
Seeding, Fertilizing and Mulch	$1,000	-	$1,000	$0
10% Contingency	$18,778	-	$18,778	$0

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ATTACHMENT D
PERFORMANCE MEASUREMENT TABLES

Comment [USDOT3]: Several performance measures were deleted because on another TIGER project we were told we only needed 3-5 total, not 3-5 per project.

Study Area: Projects 1, 2, and 3 - MAIDEN LANE, SCHIFFERDECKER AVENUE, AND 26TH STREET – TRAFFIC DATA WILL BE COLLECTED ON ALL PROJECT STREETS IN THE CITY OF JOPLIN.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average daily traffic	ADT is defined as the total volume of vehicle traffic on a highway or road segment per day.	Baseline Measurement: Annual average, accurate as of March 31, 2013 Interim Performance Measures: Accurate as of March 31, annually	Baseline Measurement: July 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by July 1, of each year
Annual average peak/off-peak vehicle travel time (minutes)	Travel time measured for traffic measured during peak and off-peak periods for a designated highway or road segment.	Baseline Measurement: Annual average, accurate as of March 31, 2013 Interim Performance Measures: Accurate as of March 31, annually	Baseline Measurement: July 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by July 1, of each year
~~Average Daily Pedestrian and Bicycle Traffic (Usage)~~	~~Average daily bicycle and pedestrian counts uses the National Bicycle and Pedestrian Documentation Project (NBPDP) methodology by conducting hourly counts at designated locations~~	~~Baseline Measurement: Annual average, accurate as of March 31, 2013~~ ~~Interim Performance Measures:~~	~~Baseline Measurement: July 1, 2013~~ ~~Interim Performance Measures:~~ ~~For a period of 5 years after~~

DRAFT

	~~Counts will be collected on days specified by the NBPDP.~~	~~Accurate as of March 31, annually~~	~~the project completion, reported by July 1, of each year~~

Study Area: Projects ~~4A and 4B – 15TH & 20TH~~ STREET RAILROAD OVERPASS PROJECT – TRAFFIC DATA WILL BE COLLECTED ON ~~15TH & 20TH~~ STREET~~S~~, THE LOCATION OF THE NEW OVERPASS IN THE CITY OF JOPLIN.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
~~Average daily traffic~~	~~ADT is defined as the total volume of vehicle traffic on a highway or road segment per day.~~	~~Baseline Measurement:~~ ~~Annual average, accurate as of~~ ~~July 31, 2013~~ ~~Interim Performance Measures:~~ ~~Accurate as of July 31, annually~~	~~Baseline Measurement:~~ ~~November 1, 2013~~ ~~Interim Performance Measures:~~ ~~For a period of 5 years after the project completion, reported by November 1, of each year~~
Average daily total vehicle delay at the crossing (minutes)	Delay calculated at the ~~15th Street and~~ 20th Street at-grade crossing~~s~~	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of

			each year
~~Annual average peak/off-peak vehicle travel time (minutes)~~	~~Travel time measured for traffic measured during peak and off-peak periods for a designated highway or road segment.~~	~~Baseline Measurement:~~ ~~Annual average, accurate as of~~ ~~July 31, 2013~~ ~~Interim Performance Measures:~~ ~~Accurate as of July 31, annually~~	~~Baseline Measurement:~~ ~~November 1, 2013~~ ~~Interim Performance Measures:~~ ~~For a period of 5 years after the project completion, reported by November 1, of each year~~
~~Average Daily Pedestrian and Bicycle Traffic (Usage)~~	~~Average daily bicycle and pedestrian counts uses the National Bicycle and Pedestrian Documentation Project (NBPDP) methodology by conducting hourly counts at designated locations~~ ~~Counts will be collected on days specified by the NBPDP.~~	~~Baseline Measurement:~~ ~~Annual average, accurate as of~~ ~~July 31, 2013~~ ~~Interim Performance Measures:~~ ~~Accurate as of July 31, annually~~	~~Baseline Measurement:~~ ~~November 1, 2013~~ ~~Interim Performance Measures:~~ ~~For a period of 5 years after the project completion, reported by November 1, of each year~~
Annual Vehicle Crash Rates by Type/Severity (Safety)	Annual Vehicle Crash Rates by Type and Severity assesses the safety value of the improvement investment. Crash rates are expressed as crashes per million vehicle miles travelled (VMT).	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of each year

Study Area: Project 5 - 20TH STREET TRANSIT, PEDESTRIAN AND BICYCLE FACILITIES PROJECT – TRAFFIC DATA WILL BE COLLECTED ON 20TH STREET BETWEEN RANGE LINE ROAD AND MURPHY BOULEVARD IN THE CITY OF JOPLIN.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average Daily Pedestrian and Bicycle Traffic (Usage)	Average daily bicycle and pedestrian counts uses the National Bicycle and Pedestrian Documentation Project (NBPDP) methodology by conducting hourly counts at designated locations Counts will be collected on days specified by the NBPDP.	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: November 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by November 1, of each year

DRAFT

COUNCIL BILL NO. 2013-156 ORDINANCE NO.

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 _____ day of

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

FEB 12 2013

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: February 19, 2013
ITEM: Council Bill 2013-604 amending the Classification and Pay Plan adopted by Ordinance No. 2012-173, and authorizing the updating of certain job descriptions presently in use by the City.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2013-604, Summary Sheet, Descriptions for updated classifications.

DEPARTMENT HEAD:	Varying	**DATE:**
CITY MANAGER:	R. Mark Rohr	**DATE:** 2/11/2013
CITY ATTORNEY:	Brian Head	**DATE:** 2/11/13
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 2-11-13
HUMAN RESOURCES DIRECTOR:	Reba L. Snavely	**DATE:** 2-13-13

SUMMARY:
This Council Bill approves updating classifications for the Departments within the City of Joplin Classification and Pay System.

DISCUSSION:
The Classification and Pay Plan includes provisions whereby the Plan periodically can have classification titles and/or job descriptions revised. The Classification and Pay Plan was reviewed in June 2007 with the Envisioning Process to bring it in line with the Blueprint for the Future and has been changed to a new pay system on November 1, 2012 as requested by the Council.

These job descriptions represent updates in terminology, and may include changes in technology, essential functions and adding the background check requirement to the qualifications. Many of these job descriptions have not been updated since 1993.

The City Manager has reviewed and approved these descriptions. There are no changes in pay for any of them.

RECOMMENDATION:
Staff recommends approval of this Council Bill.

COUNCIL BILL NO. 2013-604 **ORDINANCE NO. 2013-___**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions.

WHEREAS, the City Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000, revised November 1, 2006, and occasionally added to since that time;

WHEREAS, that the Classification and Pay Plan included provisions whereby the Plan was reviewed beginning in June 2007 with the Envisioning Process to determine second tier management staffing levels in specific departments and to be in line with the Blueprint for the Future I and II; and,

WHEREAS, these job descriptions are updates only and serve to revise many position descriptions that were written in 1993; and,

WHEREAS, the City Council of the City of Joplin, Missouri, upon recommendation of the City Staff, approved and implemented a new Classification and Salary Administration Plan on August 20, 2012 to be affected November 1, 2012;

WHEREAS, the Personnel Board and the City Manager have reviewed and approved these updated job descriptions.

WHEREAS, the City Manager has reviewed the Classification and Pay Plan amendments and is recommending these to the Council as stated above;

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on August 20, 2012 by Ordinance No. 2012-173, and allows for functional and organization changes.

Section 2. That the classifications as attached hereto and indicated on the "Summary Sheet" are hereby established.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

CITY OF JOPLIN
Council Meeting
February 19, 2013
Council Bill 2013-604
Revisions/Updates to Job Descriptions

Summary Sheet A

Job Title Changes and Updates
Department

Public Works
- Small Engine Mechanic
- Traffic Markings and Sign Technician
- Traffic Signal Technician
- GIS Technician
- Property Negotiator/Appraiser
- Engineering Technician
- Recycling Coordinator

Police Department
- Neighborhood Services Coordinator

Health Department
- WIC Services Coordinator
- Medical Services Coordinator
- Community Health Director
- Regional Response Planner
- Licensed Practical Nurse

Fire Department
- Fire Marshall

Finance Department
- Financial Analyst

City Manager's Office
- Executive Assistant/Secretary to City Manager

Approved P.B. 2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 665

SMALL ENGINE MECHANIC

Definition: Under general supervision, repairs and maintains gasoline powered golf carts and other small gas engine equipment and performs routine landscape/grounds maintenance. Reports to the Golf Course Maintenance Supervisor.

Essential Functions: Essential functions are listed below and include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Maintains, repairs, and overhauls a variety of small engine gas powered equipment and tools, including golf carts, riding lawnmowers, weed eaters, power blowers, trimmers, and other related machines; changes oil and spark plugs, sharpens, greases, and lubricates tools and equipment used for the golf course and for the general maintenance of the grounds;

Operates grounds maintenance equipment to maintain clean and well cared for golfing areas; applies herbicides, fertilizers, and insecticides under the guidance of a licensed applicator.

Knowledge, Skills, and Abilities:
Knowledge of the general procedures and techniques for the repair and maintenance of small engine gas powered tools and equipment.
Knowledge of general grounds and landscape maintenance procedures and techniques, including the application of herbicides and insecticides.
Knowledge of the operating procedures and techniques for a variety of buildings and grounds maintenance tools and equipment.
Skill in understanding and following oral and written instructions.
Skill in establishing and maintaining effective working relationships with City employees and the public.
Skill in operating and maintaining tools and equipment used in buildings and grounds maintenance work.
Skill in repairing a variety of small gas engine powered tools and equipment.

Physical Requirements:
Requires high levels of standing, bending, twisting, squatting, and carrying; medium to heavy lifting may be required; manual dexterity to such a degree as to allow proper assembly, maintenance, and operation of job related equipment such as specialized maintenance tools or equipment; must be sighted, hearing, and mobile to such a degree as to not compromise safety rules or the safety of self/others while working; must possess visual depth perception; medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting may be required.

Qualifications: Graduation from high school or G.E.D. equivalent and some experience performing manual labor or buildings and grounds maintenance work including small engine

SMALL ENGINE MECHANIC (Cont'd.)

repair. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

Approved P.B.
2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 653

TRAFFIC MARKINGS AND SIGN TECHNICIAN

Definition: Under general supervision, designs, fabricates, and installs a variety of signs, insignia, and street markings. Reports to the Civil Engineer.

Essential Functions: Essential functions are listed below and include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Operates and maintains paint striping equipment used to paint lines on City streets and parking areas in conjunction with traffic signals and signage;

Lays out sign design in accordance with specifications and/or project needs; reviews requests for new and modified signs to determine the proper size, materials, and design to meet the user's needs and any city or state requirements;

Fabricates signs using the appropriate lettering style, decals, and base materials; installs signs using varying hand, power, or motorized equipment;

Maintains records and work orders; monitors inventory and maintains equipment.

Knowledge, Skills, and Abilities:
Knowledge of the principles and techniques of sign fabrication, including design, lay out, and materials.
Knowledge of the tools and equipment used in sign fabrication and installation.
Knowledge of the operating requirements of the paint striping equipment used.
Skill in establishing and maintaining effective working relationships with other City employees and the public.
Skill in sign fabrication and lettering, including design, lay out.
Skill in using sign fabrication/installation tools and equipment.
Skill in operating and maintaining paint striping equipment.

Physical Requirements:
Requires high levels of standing, walking, twisting, and bending; some medium to heavy lifting may be required; manual dexterity sufficient to operate essential job related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; requires medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting.

Qualifications: Graduation from high school or G.E.D. equivalent and one year full time maintenance, repair or painting work experience. Must successfully complete a thorough background check. Must possess a valid vehicle operator's license.

Approved P.B.
2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 651

TRAFFIC SIGNALS TECHNICIAN

Definition: Under general supervision, programs, installs and maintaining traffic signal lights in the City of Joplin. Reports to Civil Engineer.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Performs preventive maintenance on all traffic signals on a regularly scheduled basis. Tests electro-mechanical and solid state controllers and microprocessors; replaces or repairs any defective components in the traffic signals; replaces burned out bulbs.

Maintains records of all installation, maintenance, and repair activities; maintains inventory of parts, materials, and supplies needed to repair and maintain signals.

Investigates complaints about malfunctioning signals.

Knowledge, Skills, and Other Abilities:
Knowledge of the principles, procedures, and techniques for programming, installing, maintaining, and repairing traffic signals.
Knowledge of the principles and techniques of general electronics maintenance and repair.
Knowledge of the locations of traffic signals in the City of Joplin.
Knowledge of the City of Joplin electric code.
Skill in establishing and maintaining effective working relationships with other City employees and the public.
Skill in programming, installing, maintaining, and repairing electronic traffic signals.
Skill in using a variety of hand and power tools and equipment associated with programming, installing, maintaining, and repairing traffic signals.

Physical Requirements:
Requires high levels of standing, walking, twisting, and bending; some medium to heavy lifting may be required; manual dexterity sufficient to operate essential job related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; requires medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting.

Qualifications: Graduation from high school or G.E.D. equivalent and experience equivalent to two years full time electronics installation and repair work experience; OR completion of a post high school training program in Electronics Repair or closely related area may substitute for one year of the required experience. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

Approved
2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 635

GIS TECHNICIAN

Definition: Under general supervision, operates, programs, and maintains computer hardware and software systems utilized for providing a variety of geographic information and data. Reports to the Engineering Manager.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities listed below. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Monitors GIS system performance, installing software upgrades and maintaining current programs as required; troubleshoots hardware and software problems to identify programming problems and hardware malfunctions; maintains system security to ensure that unauthorized access or data input or modification is not permitted; maintains inventory of supplies and materials needed for system operation and data/map output, ordering additional stock as necessary.

Organizes geographic features and data sets into layers and descriptive fields; develops coding structures for geographic data, documenting data base information and programming structures to facilitate system maintenance and operation; designs map displays that present geographic data clearly and understandably; integrates cartographic data from a variety of sources in preparation for digital conversion; digitizes maps and related cartographic materials for input into system.

Utilizes GIS system to produce maps and other cartographic and geographic informational materials to meet a variety of needs; performs routine maintenance on system hardware; coordinates system and mapping procedures, including determining data sources and resolution levels to be used; designs attribute databases and associates descriptive data with map features; develops and manages automated map libraries and data dictionaries.

Knowledge, Skills, and Abilities:
Knowledge of the operation and maintenance of a variety of computer hardware associated with GIS systems, including digitizers and plotters.
Knowledge of the installation and maintenance procedures for a variety of computer hardware and software associated with GIS systems.
Knowledge of a variety of advanced, specialized computer programming languages functioning in both UNIX and DOS environments.
Knowledge of the purpose and use of GIS systems.
Knowledge of information sources appropriate for use with GIS systems.
Skill in establishing and maintaining effective working relationships with database users and other staff.

GIS TECHNICIAN (Cont'd.)

Skill in developing and coding specialized computer programs associated with the operation and maintenance of a GIS system.
Skill in troubleshooting computer hardware and software to identify problems and malfunctions.
Skill in performing routine maintenance on a variety of computer hardware and software.
Skill in operating a variety of computer hardware and peripherals associated with a GIS system.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; may require color and depth perception; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: An Associate's degree in Computer Science, graphic design or closely related area and experience equivalent to two years full time computer programming, at least one year of which involved advanced, specialized computer programming languages. Must successfully complete a thorough background check. Must possess a valid driver's license.

Approved 2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 626

PROPERTY NEGOTIATOR/APPRAISER

Definition: Under general direction, performs a variety of technical tasks involved in negotiating for and acquisition of property normally for rights-of-way and easements. Reports to the Engineering Manager.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Performs a variety of complex and detailed duties in conjunction with acquisition of property for rights-of-way or other uses or for easements for utilities or other installations; reviews designs to determine property needs; identifies owners and their addresses; meets with owners to attempt negotiation for properties; arranges for payments to owners; testifies in court; refers property changes to County Recorder.

Writes legal descriptions. Appraises properties to be acquired or arranges for appraisals. When necessary, initiates condemnation proceedings by preparing record of negotiations and forwards to City Attorney.

Carries out income assistance programs for special assessment districts; meets with owners to discuss projects and costs; assists owners in completing income assistance applications where appropriate.

Knowledge, Skills, and Abilities:
Knowledge of property ownership and procedures for acquisition for rights-of-way, easements, or other purposes.
Knowledge of principles and practices regarding appraisal of real property.
Working knowledge of procedures involved in construction of infrastructures.
Ability to maintain confidentiality.
Ability to complete negotiations in a timely manner.
Skill in negotiations and dealing with people.
Skill in describing property and writing legal descriptions.
Skill in communicating orally and in written form.

Physical Requirements:
Requires high levels of sitting, standing, bending, twisting, carrying and light lifting; requires manual dexterity sufficient to allow operation of office equipment, job related tools and a vehicle; must be sighted to observe property and prepare documents, hearing to communicate

PROPERTY NEGOTIATOR/APPRAISER (Cont'd.)

with others, and mobile to such a degree as not to compromise safety rules or the safety of self or others.

Qualifications: High school or G.E.D. equivalent supplemented by two years of college level course work in engineering, property assessment and values, or related courses, and one year of experience in real estate acquisition or similar work. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

Approved P.B.
2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 623

ENGINEERING TECHNICIAN

Definition: Under general supervision, performs a variety of paraprofessional engineering design, drafting, and field work in support of municipal public works programs and projects. Reports to the Engineering Manager.

Essential Functions: Included in the essential functions listed below are attendance and dependability as well as the tasks, knowledge, skills and abilities. Employee must be on the job. Other duties may be required in addition to those listed.

Tasks:
Performs a variety of office oriented paraprofessional engineering functions, including researching design drawings and preparing preliminary drawings for street construction, sewer construction, and related public works oriented projects; prepares tax bills for public improvements, special reports or studies, and pay estimates; uses CADD programs to develop and create design drawings of public works projects; answers questions from contractors and the public regarding public works projects in progress or being planned; issues a variety of permits; delivers plans, blueprints, and other materials.

Performs a variety of field oriented paraprofessional engineering functions, including assisting with survey activities by operating survey instruments and taking survey notes, setting stakes and monuments, training less experienced staff in field survey techniques, clearing brush, and inspecting construction project sites; makes a variety of measurements and calculations to facilitate determining the amount of payment contractors should receive for work completed and materials used.

Knowledge, Skills, and Abilities:
Knowledge of paraprofessional engineering principles and practices, including field survey techniques and drafting principles and techniques.
Knowledge of procedures for issuing various construction permits.
Knowledge of CADD principles and techniques, including the various software available.
Knowledge of the location of streets and addresses in the City of Joplin.
Skill in establishing and maintaining effective working relationships with contractors, other City staff, and the public.
Skill in performing field survey work.
Skill in producing engineering plans/designs, including using CADD software.
Skill in inspecting construction sites to determine compliance with project specifications and applicable construction codes.
Skill in understanding and interpreting complex engineering oriented regulations and guidelines.

ENGINEERING TECHNICIAN (Cont'd.)

Physical Requirements:
Requires high levels of standing, bending, twisting, squatting, and carrying; medium to heavy lifting may be required; manual dexterity to such a degree as to allow proper assembly, operation, and maintenance of specialized essential job related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: Graduation from high school or G.E.D. equivalent and two years of full time paraprofessional engineering work experience; OR an Associate's degree in Civil Engineering, Construction Technology, or closely related area may substitute for the required experience. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

Approved P.B.
2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 601

RECYCLING COORDINATOR

Definition: Under limited supervision, develops and manages a multi-county recycling program including solid waste and storm water to achieve the source separation of waste materials for recycling and composting. Assists in preparing and implementing storm water education programs for the community. Reports to the Director of Public Works or a designated representative

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Prepares and implements a public information and education program to encourage business and homeowners to separate waste materials before it is collected, demonstrates the potential commercial value of waste materials and its potential as composting materials; provides technical assistance to recycling, composting, tree limb grinding, chipping and incineration and solid waste efforts undertaken by public, non-profit, or commercial entities and the activities of City.

Prepares and or supervises preparation of contracts for collection, processing, and marketing of recyclable waste products and solid waste, including franchised trash and curbside recycling contract(s); sets short-term and long-range program performance and financial objectives; develops and maintains a data management system on the region's demographics, results of the recycling, composting and solid waste programs, including the achievement of financial and program objectives.

Resolves complaints about the operation of the recycling, composting and solid waste program; prepares and submits applications and proposals for funding assistance from public and private sources; prepares specifications for equipment, facilities, or systems to support this multi-function effort; researches technical developments in collection, processing and marketing of recyclables, compostable materials and solid waste. Provides leadership and training for the Recycling Center staff.

Locates markets for recyclables, compost and processed tree limbs and facilitates arrangements between businesses that dispose of recyclable materials, processors, and end-users; establishes active liaison with participating agencies and businesses, including state and local government officials, civic and environmental groups, private sanitation companies, and print and electronic news and trade media.

On behalf of the Public Works Director, coordinates the Solid Waste Commission. Manages the Joplin recycling Center and Household Hazardous Waste Collection Facility.

RECYCLING COORDINATOR (Cont'd.)

In collaboration with other City staff assist in managing the State of Missouri Operating Permit-Regulated Small Municipal Separate Storm Sewer Systems as outline by the Department of Natural Resources. Prepares and implements a public information and education program for storm water.

Knowledge, Skills, and Abilities:
Knowledge of the basic categories of recyclable waste materials
Knowledge of the techniques and processes of waste material and its separation rules
Knowledge of the techniques and processes of composting all vegetative material
Knowledge of the commercial and industrial uses for materials
Knowledge of the methods and practices of the private and public sanitation industry
Knowledge of the basic categories of storm water
Skill in establishing and maintaining effective working relationships with a diverse group of public and private organizations
Skill in strategic planning and organizing complex service programs
Skill in evaluating the effect of environmental control services

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones as well as recycling related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working. Movement between category bins at the Recycling Center in all types of weather.

Qualifications: An undergraduate degree in Environmental Science, Business, or Engineering or a closely related area and experience equivalent to three years in planning and coordinating a waste materials collection, recycling or related marketing program. Experience in writing and managing grants. Leadership experience of staff and programs essential. Must successfully complete a thorough background check. A valid driver's license required.

Approved P.B. 2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 152

NEIGHBORHOOD SERVICES COORDINATOR

Definition: Under general supervision, coordinates community participation in the Joplin Police Department. Plans, recruits and trains volunteers from the community to facilitate neighborhood involvement activities designed to reduce crime. Facilitates partnerships with area business and civic groups to work together in developing preventative crime related programs. Reports to a Police Sergeant in the Joplin Police Department.

Essential Functions: Included in the essential functions listed below are attendance and dependability as well as the tasks, knowledge, skills and abilities list below. Must maintain confidentiality. Other duties may be required in addition to those listed.

Tasks:
Oversees volunteers' efforts by training and scheduling work relating to Police Department and other related City activities; recruits, trains and supports volunteers from the neighborhoods, local businesses and various civic organizations to volunteer their time and talent. Provides day to day assistance to volunteers with necessary materials, resources and staff assistance.

Coordinates the Crime Stoppers Program for the City. Works with schools, businesses and residents to develop local solutions to crime related activity.

Speaks to various community groups and business leaders to promote the development and interest of community oriented policing. Schedules and coordinates neighborhood meetings.

Coordinates staff from varying departments on neighborhood issues which work collaboratively across all areas of City departments.

Develops partnerships with citizens relating to community outreach activities. Works to support related Police Department programs in the schools, including the DARE program.

Knowledge, Skills, and Abilities:
Knowledge of Joplin Police Department organization and services provided.
Knowledge of various City departments' services including but not limited to; code enforcement, municipal court, CDBG, and others.
Knowledge of project management techniques and procedures.
Knowledge of community orientated policing.
Knowledge of a variety of computer software programs including but not limited to; data entry, spreadsheet, and desk top publishing applications.
Knowledge of crime analysis and statistical analysis techniques.
Skill in establishing and maintaining effective working relationships with area business leaders, owners, City of Joplin staff, and citizens.
Skill in planning, organizing, and coordinating an effective volunteer program.
Skill in developing effective marketing and advertising materials for use in promoting Neighborhood Watch and related activities.

NEIGHBORHOOD SERVICES COORDINATOR

Skill in making informational and marketing presentations targeting a variety of resident and business involvement.
Skill in utilizing effective problem solving skills.
Ability to provide leadership and training for volunteer staff.

Physical Requirements: Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working. Movement about neighborhoods and the business community in varying weather.

Qualifications: Graduation from high school or G.E.D. equivalent and experience equivalent to four years full time upper level support work; professional volunteer and/or marketing experience. Associate's degree in business, marketing or related field preferred. Must type or data entry at least 40 wpm NET. Must possess and maintain a valid Missouri operator's license. Must be bondable. Must successfully complete a thorough background check. Individual must be able to obtain and maintain MULES certification. Must have a valid driver's license.

Approved
2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 442

WIC SERVICES COORDINATOR

Definition: Under limited supervision, plans, coordinates, directs and evaluates the Women, Infant, and Children's (WIC) services administered by the City. Reports to the Community Health Director.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Hires, trains, assigns, coordinates, reviews, and measures the performance the work of staff involved in determining eligibility and delivering services to women, infants, and children qualified to receive supplemental food under WIC program guidelines; reviews certification and recertification determinations to ensure that eligibility guidelines are being correctly and consistently applied; monitors contracted vendors to ensure that they are complying with the terms and conditions of their contracts.

Develops and revises policies and procedures regarding the certification and recertification of clients, issuance of vouchers, and monitoring of contracted vendors to facilitate the efficient, effective implementation of WIC program services; trains staff, vendors and their employees regarding WIC program requirements; prepares reports of WIC program activities for City, State, and Federal officials.

Prepares and presents budget requests for City, State, and Federal funding, including projecting client load and staff, equipment, and supplies needed to serve them efficiently and effectively; monitors monthly expenditures to ensure that funds are used for appropriate activities and spending is within authorized budget limits; maintains voucher inventory and ensures security of WIC vouchers. Coordinates and monitors grant programs.

Determines client's risk factors for certification/recertification for W.I.C program eligibility; provides consultation to medical professionals and other officials regarding client nutritional needs; councils clients regarding health/nutritional needs and refers clients to additional available services.

Develops annual nutrition oriented educational programs, seminars, and workshops; prepares high risk care plans and follow-up counseling; teaches and participates in community health related programs.

WIC SERVICES COORDINATOR

Knowledge, Skills and Abilities:
Knowledge of general management principles and practices, including budgeting, policy/procedure development, and employee training and supervision.
Knowledge of the nutritional needs and deficiencies of women, infants, and children, including those of pregnant women and nursing mothers.
Knowledge of the procedures and techniques for developing and implementing lesson plans for adult education programs.
Knowledge of the theory and principles of nutrition and diet.
Knowledge of WIC program guidelines, policies, and procedures, including certification/recertification, eligibility, and vendor contract compliance.
Knowledge of other health and social service organizations available to assist clients in Joplin and the surrounding area.
Knowledge of State and Federal WIC record keeping and reporting requirements.
Skill in organizing, coordinating, and evaluating the work of subordinate staff.
Skill in developing and implementing adult educational programs, seminars, and workshops.
Skill in establishing and maintaining effective working relationships with business owners/managers, City, State, and Federal officials, WIC program clients, and the public.
Skill in understanding and interpreting complex rules, regulations, policies, procedures and guidelines.
Skill in maintaining records and preparing reports.

Physical Requirements:
Requires long periods of sitting and standing; must be mobile to such a degree as to allow effective job movement such as moving around a work area or building to perform essential job functions; sightedness; hearing; low levels of twisting and bending; must have a manual dexterity sufficient to operate office equipment such as computers, calculators, typewriters, copiers, FAX machines, telephones, and other essential job related equipment and tools.

Qualifications: An undergraduate degree in Dietetics, Nutrition, Foods and Nutrition, Home Economics, or other related areas approved by the American Dietetic Association, with at least 15 semester hours (or quarter hour equivalent) in Human Nutrition, including courses in Diet Therapy and Community Nutrition; and two years related work experience, at least one of which is in a leadership or administrative capacity. Must successfully complete a thorough background check. A valid driver's license required.

Approved P.B. 2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 417

MEDICAL SERVICES COORDINATOR

Definition: Under limited supervision, plans, coordinates, directs and evaluates the medical and dental services administered by the City. Reports to the Community Health Director.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Directs the provision of medical and dental services, including Maternal and Child Health Medicaid enrollment and case management program, immunization clinics, dental clinic and dental sealant program, outpatient clinic, laboratory functions related to the medical division and community education programs relating to community health concerns; assigns, reviews, and evaluates the work of professional, technical, and support staff in the division; develops/revises operating policies and procedures; develops and monitors contracts/grants supporting the division and the division budget.

Identifies division goals and objectives; determines staff development and training needs; discusses/explains new/revised operating policies/procedures; identifies expanded or additional services and programs needed in the community; evaluates division services and determines methods to increase the efficiency and effectiveness of division programs.

Immunizes children, examines infants and children to determine their overall health, and draws blood and other fluid samples for testing; interviews patients and updates and maintains patient charts and records; prepares reports of clinic/patient activities; counsels clients on test results, symptoms, and treatment possibilities.

Coordinates clinics for pre-school children, including assessing general health and developmental status of children, making referrals for follow-up evaluations, interviewing and scheduling new clients; prepares and submits periodic reports as required by funding entities; performs a variety of nursing and non-nursing work to facilitate efficient clinic operation.

Consults with physicians, clients, and other agencies and officials regarding client needs and resources. Provides leadership and training for medical services staff.

Represents the City in meetings with media, citizen groups, organizations, and groups from the public and private sector.

Knowledge, Skills and Abilities:
Knowledge of general management principles and practices, including budgeting, policy/procedure development, and employee training and supervision.
Knowledge of City codes and ordinances related to various health related programs and services.
Knowledge of other medical and social services available in the community to meet the needs of patients.
Knowledge of the services and functions of a Registered Nurse.
Knowledge of the criteria to be met for patients to be eligible for services in the various clinics and programs.
Knowledge of principles, practices, and techniques of the nursing profession.
Knowledge of general management principles and practices, including budgeting, policy/procedure development, and employee training and supervision.
Skill in planning, organizing, and directing activities of a division of a department.
Skill in organizing, coordinating, and evaluating the work of subordinate staff.
Skill in identifying employee training needs and developing/coordinating programs and activities to improve performance.
Skill in establishing and maintaining effective working relationships with a variety of public health professionals, social services provider agencies, HIV/AIDS patients, and the public.
Skill in performing a variety of professional nursing activities and functions, including administering vaccinations and drawing blood and other fluid samples for testing; explaining the etiology, symptoms, and treatments for a variety of communicable diseases.

Physical Requirements:
Requires long periods of sitting and standing; must be mobile to such a degree as that allows efficient and effective job movement such as moving around a work area or building to perform essential job functions; sightedness; hearing; low to medium levels of twisting and bending; must have a manual dexterity sufficient to operate common office equipment such as computers, calculators, typewriters, copiers, FAX machines, telephones, and other essential job related equipment or tools; may require color and depth perception.

Qualifications: An undergraduate degree in Nursing and three years related work experience, at least one of which is in a leadership and administrative role. Must be a Registered Nurse in the State of Missouri. Must successfully complete a thorough background check. Must have a valid driver's license.

approved 2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 411

COMMUNITY HEALTH DIRECTOR

Definition: Under general direction, plans, coordinates, administers the overall operation of the Joplin Department of Health. Reports to the City Manager.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Directs the overall operation of the Joplin Department of Health, including health and dental clinics, environmental health programs, communicable disease investigation, and the W.I.C. program; interviews, hires, assigns, reviews, and measures the work performance of professional, technical, and support staff involved in providing these programs and services; develops and revises operating policies and procedures; develops and monitors the overall Health Department operating budget.

Manages the grants from several agencies for the Health Department including scope of work, services provided and budgets and expenditures.

Meets with Health Department supervisory/managerial staff to identify goals and objectives, determine staff development and training needs, discuss and explain new and revised operating policies, procedures, and guidelines; identify expanded or additional services and programs needed in the community, evaluate programs and service delivery, and discuss ways to increase the Department's effectiveness; coordinates staff development activities including out of town travel to meetings, conferences and seminars.

Represents the City in meetings with the media and officials from various health care agencies, organizations, and special interest groups to explain the services provided by the Joplin Department of Health, discuss more effective means of meeting the medical/health care needs of Joplin residents, and develop cooperative programs for health care delivery; coordinates a variety of outreach and public relations activities to inform City residents about the Health Department and its services.

Fills in as the Assistant City Manager as requested.

Knowledge, Skills, and Abilities:
Knowledge of the principles and practices of public health program administration, including budgeting, program development/implementation, and employee training and supervision.
Knowledge of the criteria to be met for clients to be eligible for various Health Department programs and services.
Knowledge of City codes and ordinances related to various health related programs and services.

COMMUNITY HEALTH DIRECTOR (Cont'd.)

Knowledge of other medical and social services available in the community to meet the other needs of patients.
Skill in establishing and maintaining effective working relationships with a variety of public health professionals, social services provider agencies, HIV/AIDS patients, and the public.
Skill in planning, organizing, and directing the activities of a community health department.
Skill in understanding and interpreting complex statutes, ordinances, regulations, and standards.
Skill in reviewing and evaluating the work of subordinate staff to ensure that established health related program standards are met.
Skill in identifying employee training needs and developing/coordinating programs and activities to improve performance.
Skill in maintaining records and preparing reports.
Skill in explaining the etiology, symptoms, and treatments for a variety of communicable diseases, including AIDS, tuberculosis, and various childhood diseases.
Ability to provide leadership for a large staff of professional and support staff.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, calculators, FAX machines, copiers, and telephones; requires color and depth perception; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working. Movement between buildings in varying weather conditions is required.

Qualifications: A Master' degree in Public Health Administration or closely related area and experience equivalent to five years full time professional public health work; OR licensure by the State of Missouri as a Physician. Must successfully complete a thorough background check. Must have a valid driver's license.

Approved P.B.
1/31/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 429

REGIONAL RESPONSE PLANNER

Definition: Under limited supervision, plans, conducts, and maintains on-going response planning activities of regional public health departments relevant to the early detection of and the rapid coordinated response to all natural or man-made threats. Reports to the Community Health Director.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Assists Joplin City Health Department and other local health departments to develop a regional response plan in cooperation with other Missouri Regional Response Planners; assists public health agencies in planning of emergency action plans; participates in on-going job training in local and federal conferences, workshops and seminars; participates in annual exercises related to emergency preparedness and response plans while coordinating those responses with regional health departments; develops on-going relationships with local/regional health care providers, emergency service providers and law enforcement.

Conducts meetings with regional health departments and other Regional Response Planners to develop and exercise the regional emergency plan; distributes emergency preparedness information to local, regional, state and federal agencies; assists in policy development relating to terrorism, regional emergency response planning, and communicable, chronic, or environmentally induced diseases or threats.

Represents the City in meetings with media, citizen groups, organizations, and groups from the public and private sector.

Plans, designs and conducts studies and research projects; compiles and catalogs documentation and statistical information; organizes information and data into readily usable formats; prepares data summaries for managerial review, release and publication purposes. Makes educational presentations.

Reads, interprets, organizes and maintains files and references on a variety of information, including records, manuals and regulatory periodicals.

Utilizes a variety of computer applications to perform data analysis, word processing, publishing, graphics production and communications operations.

Knowledge, Skills, and Abilities:
Knowledge of general management principles and practices, including budgeting, policy/procedure development.
Knowledge of scientific methods and the pathobiology of disease or injury occurrence.
Knowledge of the general nature and objectives of statewide public health and emergency planning programs.
Knowledge of individual and community health problems as related to public health.
Knowledge of statistical software packages.
Knowledge of basic chemistry, physics, and bacteriology.
Ability to implement and evaluate program activities relating to the prevention and control of injuries and communicable, chronic or environmentally or terrorist induced diseases and disasters.
Ability to assess an outbreak situation and make appropriate decisions.
Ability to prepare or assist in preparing scientific articles.
Ability to make presentations for professional groups.
Ability to utilize personal computers and applicable software packages.
Skill in establishing and maintaining effective working relationships with business owners/managers, local, State, and Federal departments and officials, and the public.

Physical Requirements:
Requires long periods of sitting; must be mobile to such a degree to allow effective job movement around a work area or between building to perform essential job functions; sightedness and hearing; low to medium levels of twisting and bending; must have manual dexterity sufficient to operate office equipment such as computers, calculators, typewriters, copiers, FAX machines, telephones, and other essential job related equipment.

Qualifications: An undergraduate degree from an accredited four-year college or university in Public Health, Health Care Administration, Biostatistics, Epidemiology, Public Administration, or a closely related biological, physical or environmental science; and two years of professional experience in public health or emergency management, of which at least one year must have been in an administrative or supervisory capacity. Must successfully complete a thorough background check. Must possess and maintain a valid driver's license.

Approved P.B. 1/21/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 435

LICENSED PRACTICAL NURSE

Definition: Under general supervision, performs a variety of practical nursing duties and functions in support of physicians and registered nurses operating a public health clinic. Reports to the Medical Services Coordinator.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
In a clinical setting, performs a variety of practical nursing activities, including taking and recording vital signs, height, and weight, taking urine, stool, and sputum samples for routine laboratory analysis, assisting in general health screening activities, and cleaning and sterilizing all clinic supplies and equipment; may administer vaccinations under direct supervision of a physician; instructs and explains to patients information regarding specific health practices, within clearly delineated guidelines.

Performs a variety of non-nursing but heath care related activities to facilitate efficient operation of the clinics, including filling out and mailing appointment cards, recording patient information on charts to facilitate appropriate Medicaid/Medicare billings, preparing monthly reports of clinic activities, admitting patients to the clinic, answering questions and rescheduling appointments, and ensuring that appropriate consent, authorization, and related admission forms are properly signed.

Performs a variety of program support activities, including preparing correspondence, researching records for past patients and sending requested information, maintaining client/patient records with current, accurate information, interviewing clients/patients to obtain necessary background and medical history data, answering the phone, responding to routine operational questions and directing other questions to appropriate medical or program staff.

Knowledge, Skills, and Abilities:
Knowledge of the services and functions of a Licensed Practical Nurse.
Knowledge of the Standards of Practice for a Licensed Practical Nurse in the State of Missouri.
Knowledge of the criteria to be met for patients to be eligible for services in the assigned clinic or health related program.
Knowledge of principles, practices, and techniques of practical nursing.
Knowledge of City codes and ordinances related to various health related programs and services.
Knowledge of other medical and social services available in the community to meet the other needs of patients.
Skill in establishing and maintaining effective working relationships with a variety of public health professionals, social services provider agencies, HIV/AIDS patients, and the public.
Skill in performing a variety of practical nursing activities and functions, including administering vaccinations and obtaining various samples for testing.

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Class Code: 435

LICENSED PRACTICAL NURSE (Cont'd.)

Skill in preparing and updating medical records/charts.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; may require color and depth perception; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: Licensure as a Practical Nurse in the State of Missouri. One year of LPN experience in a clinical setting preferred. Must successfully complete a thorough background check. Must have a valid driver's license.

Apprvd. P.B.
1/31/13

CITY OF JOPLIN

CLASS SPECIFICATION

Class Code: 531

FIRE MARSHAL

Definition: Under limited supervision, plans, coordinates, and directs activities of the Fire Prevention Division in the inspection of buildings/facilities in the City of Joplin for compliance with fire and life safety codes and ordinances. Position also conducts/directs the investigation of fires and other division community risk reduction activities. Reports to Fire Chief.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Develops a plan for the systematic inspection of all business, industrial, and other commercial buildings and facilities in the City of Joplin to ensure they are in compliance with City, State, and Federal Building, Fire, and Hazardous Materials Storage codes, ordinances, and regulations; assigns areas of the City for each engine company to cover in conducting these inspections; reviews results of the inspections to identify/verify violations and ensure that follow-up inspections are made.

Reviews plans, drawings, and specifications for new commercial construction or modifications/additions to existing commercial buildings/facilities to ensure that they comply with all applicable City, State, and Federal building, fire, and Hazardous Materials Storage codes, ordinances, and regulations; explains to owners/contractors the changes needed to comply with applicable codes, ordinances, and regulations.

Provides technical assistance to owners, developers and design professionals in meeting fire and life safety code requirements.

Oversees and participates in investigations of the scene of suspicious fires (as requested) or those resulting in significant loss or property damage to identify point of origin and fire cause; in cases where arson is suspected/indicated, documents/preserves evidence, prepares reports, and presents sworn testimony in support of prosecution efforts; counsels with juvenile fire setters regarding the results of their behavior and consequences under the law if it continues.

Attends public meetings of City Boards and Commissions to recommend approval, modification or rejection related to fire and life safety code interpretation, proposals, variances and waivers for capital improvement projects, development, zoning, and building issues.

Maintains and updates database to track, research and evaluate program effectiveness.

Reviews Life Safety and Fire Prevention programs and emergency response statistics to evaluate effectiveness, identify trends, and develop strategies for program improvement.

Class Code: 531

FIRE MARSHAL (cont'd.)

Researches, prepares, submits and administers grants and Requests for Proposals for the Fire Prevention/Community Risk Reduction Division.

Develops and manages the division's annual budget and assists with department budget preparation.

Conducts research, analysis and interpretation for special projects and program development; researches, prepares, submits and administers grants as directed by Chief.

Trains Department staff in fire safety inspection techniques, handling of hazardous materials, arson investigation techniques, and other technically oriented fire suppression, fire safety, and related subjects; works with industrial, business, and civic organizations to inform them of the City, State, and Federal requirements, regulations, and codes regarding hazardous materials storage, cleanup, and recordkeeping/reporting.

Knowledge, Skills, and Abilities:

Knowledge of City, State, and Federal Building, Fire, and Hazardous Materials Storage codes, ordinances, rules, standards and regulations.
Knowledge of fire investigation principles and techniques.
Knowledge of general management principles, including employee supervision and training.
Knowledge of equipment requirements for effective fire suppression.
Knowledge of fire suppression principles, methods, techniques, and practices.
Knowledge of operating techniques, purpose, and use of various tools, equipment, vehicles, and apparatus used in fire suppression, rescue, and medical assistance operations.
Knowledge of first aid, C.P.R., and other basic emergency medical assistance techniques.
Knowledge of customer service and public relations methods and techniques.
Knowledge of project and grant management, research, analysis, and proposal development practices and principles.
Knowledge of development, application and enforcement of codes, ordinances, standards and policies.
Knowledge of electrical, mechanical, and building construction terminology, codes and ordinances.
Skill in utilization of applicable communications equipment used in emergency and non-emergency operations.
Skill in the utilization of applicable computer software and hardware.
Skill in preparing and conducting employee training programs.
Skill in establishing and maintaining effective working relationships.
Skill in understanding and interpreting complex codes, ordinances, rules, regulations, procedures, and guidelines.
Skill in inspecting commercial facilities to identify Building, Fire, and Hazardous Materials Storage code, ordinance, or regulation violations.

Class Code: 531

FIRE MARSHAL (cont'd.)

Skill in reviewing plans, drawings, and specifications to ensure their compliance with Building, Fire, and Hazardous Materials Storage codes, ordinances, and regulations.
Skill in supervising and delegating duties to assigned staff.
Skill in gathering and preserving evidence related to possible criminal investigations.
Skill in planning, developing, organizing and implementing special projects, procedures and objectives related to fire prevention/community risk reduction.
Skill in developing and administering division budget.

Physical Requirements:
Requires medium to high levels of sitting, standing, walking, squatting, heavy lifting, bending, twisting, and kneeling; requires manual dexterity sufficient to operate all essential job related equipment such as vehicles, fire apparatus, or other specialized equipment; must be mobile and in appropriate physical condition such that departmental safety rules and the safety of self or others is not compromised while working; all fire employees are required to meet all applicable Federal, State, and Departmental physical fitness and physical training standards prior to and during employment; must be sighted and hearing to such a degree as to enable safe and effective job performance of essential functions. Work is performed in indoor and outdoor environments. Work may involve potential exposure to extreme weather conditions, extreme heat, unstable buildings and structures, hazardous chemicals and materials, emergency disaster situations, body fluids, infectious diseases and air and blood borne pathogens when responding to emergency and non-emergency incidents. Work requires the wearing of Self Contained Breathing Apparatus and confining equipment or gear for extended periods of time.

Qualifications: Five years of professional fire prevention and fire suppression work experience. Completion of at least sixty (60) semester hours of college level coursework at an accredited college or university, including substantial coursework in fire science, fire service administration or a related field. AAS or AA in Fire Science preferred. Must possess certification from an International Fire Service Accreditation Congress (IFSAC) or National Board on Fire Service Professional Qualifications (ProBoard) accredited agency as a Firefighter II, Fire Inspector and Fire Investigator. Must possess, or obtain within six (6) months of employment, Missouri Division of Fire Safety certification as a Fire Investigator and Fire Inspector. Must possess a valid driver's license.

Apprvd P.B.
1/21/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 124

FINANCIAL ANALYST

Definition: Under general supervision of the Finance Director, performs a variety of analytical accounting functions including; analyzing current City financial operations using various methods, assists in the annual budget process, performs trend analysis and coordinates fixed asset and inventory accounting and assists with audit control and policy compliance.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Assists the Finance Director with the annual budgeting process, including preparing/distributing budgeting materials to departments; assists departments in the development of budget requests and the evaluation of those budget requests; and preparing the final budget document. Gathers and analyzes budgetary information and acts as a liaison to departments in costing their services, preparing performance measurement standards and preparing budget requests. Assists in preparation of Comprehensive Annual Financial Report and prepares related analysis of the annual financial information presented.

Researches trend data and assists the Finance Director with the preparation of annual trend reports. Performs cost studies of City services and analyzes areas for improved efficiency or cost savings. Prepares monthly sales tax report and analyzes sales tax data provided by the Department of Revenue; prepares trend and forecasting reports based on accumulated data. Prepares annual tax levy work papers and ordinances; prepares annual tax levy certification for State Auditor.

Prepares monthly work paper analysis of general ledger account balances as assigned by the Finance Director. Responsible for reconciliation of fixed asset listings to general ledger and the accurate maintenance of all fixed asset accounting records (i.e. General Fixed Asset Account Group, accumulated depreciation records, contributed capital records, construction in progress records, etc.)

Approves all grant financial reports prior to submission to agencies and insures reports are reconciled to general ledger balances. Reviews all state and federal grant applications and monitors City's compliance with grantor requirements and contractual provisions as specified in grant agreement. Maintains accounting records for C.D.B.G. program funds.

Assists the Finance Director and departmental personnel with preparation and implementation of performance measure standards and benchmarking comparisons. Gathers and interprets data for trend analysis reporting using various methods such as benchmarking.

FINANCIAL ANALYST (Cont'd.)

Performs audits of utility gross receipts tax receipts and transient guest tax receipts. Assists the Finance Director with preparation and analysis of interim financial statements. Completes all financial surveys.

Coordinates fixed assets and inventory accounting and is responsible for physical accountability over City property. Coordinates periodic inventory of fixed assets and consumables supplies; performs test counts of inventory items to insure accuracy. Coordinates annual surplus property sale.

Determines compliance with bond covenants and documents evidence of compliance. Prepares general ledger entries related to bond accounting.

Knowledge, Skills, and Abilities:
Knowledge of generally accepted accounting principles as applied to governmental accounting.
Knowledge of State and Federal laws, rules, and regulations regulating municipal finances.
Knowledge of City of Joplin policies, procedures, and regulations regarding fiscal functions.
Skill in establishing and maintaining effective working relationships with Department heads, City Council members, management staff, and city employees.
Skill in planning, organizing and coordinating the work of staff as required.
Skill in applying generally accepted accounting principles in a governmental finance setting.
Skill in preparing a variety of financial records/reports necessary to document the receipt, allocation, and disbursement of funds in a municipal government setting.
Skill in interpreting complex statutes, procedures, rules, regulations, and guidelines.
Skill in written and verbal communication
Skill in utilizing a variety of computer software applications for the purpose of report writing, publications, data analysis and communications.
Ability to audit records and analyze findings.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, calculators, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working. Movement around City Hall and between buildings in varying weather conditions.

Qualifications: An undergraduate degree in Accounting from an accredited college or university with two to four years experience in financial analysis and/or cost accounting, governmental accounting. Professional certification is desirable but not required. Must successfully complete a thorough background check. Requires a valid driver's license.

Approved P.D.
2/7/13

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 115

EXECUTIVE ASSISTANT/SECRETARY TO THE CITY MANAGER

Definition: Under general to limited supervision, performs a variety of administrative support/executive secretarial functions in support of the City Manager.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Manages the City Manager's office, including monitoring expenditures, assisting with budget development, planning, assigning, and preparing requisitions, reports, and records, researching situations and preparing responses to citizen having questions, issues, or complaints in person and on the phone; organizes and oversees the maintenance of office records and files and their retention, and maintains the City Manager's calendar and itinerary. Coordinates various meetings for the City Manager and Assistant City Manager with staff and outside organizations/agencies. Coordinates travel arrangements for the City Manager's office. As directed by the City Manager, organizes and coordinates special projects within the office and in the community.

Prepares reports and other materials for submission to the City Council; facilitates activities, including promoting the concepts of the City Manager's Office and monitoring results.

Prepares correspondence on behalf of City Officials, Department Heads and dignitaries, providing advice as necessary. As directed by the City Manager records and prepares minutes from various committees appointed by the City Manager or City Council.

Provides assistance to the City Council members with concerns and complaints they may receive from citizens by researching situation, preparing a response and responding back to the City Council member.

Attends and participates in management meetings at all levels, recording the proceedings and offering ideas and recommendations regarding the issues discussed; researches and prepares speeches for the City Manager and other top level City officials as requested; maintains schedules and calendars for City Council members' and Mayor's activities/meetings.

Assists the Public Information Officer, when in meetings or unavailable, with requests from the media for such items as interviews with City staff, etc. Coordinates and assists with special events and activities held for the City.

EXECUTIVE ASSISTANT/SEC'Y TO THE CITY MANAGER (Cont'd.)

Knowledge, Skills, and Abilities:
Knowledge of office management principles and practices, including records maintenance, and retention, budgeting, and staff training.
Knowledge of the programs, functions, and services of the various City departments.
Knowledge of the basic principles and practices of public administration, including budgeting and finance.
Knowledge of the City of Joplin Charter, code, ordinances, policies, and procedures regulating the programs, services, and enforcement responsibilities of various City departments.
Knowledge of basic research, analysis, and problem solving techniques and practices.
Knowledge of the theory, principles, and practices supporting management staff.
Skill in establishing and maintaining effective working relationships with City Council members, department heads, state, national, and other local government officials, members of the business community, and the public.
Skill in understanding and interpreting complex laws, rules, policies, and procedures.
Skill in researching, analyzing, and recommending solutions to problems, issues and complaints involving City practices and procedures.
Skill in organizing and coordinating a variety of administrative and managerial projects and activities.
Skill in preparing a variety of narrative and statistical reports related to City programs, functions, and activities.
Skill in operating a variety of office equipment, including computers and related software, copiers, FAX machines, multi line telephones and calculators.

Physical Requirements:
Requires long periods of sitting; must be mobile to such a degree that allows effective job related movement such as moving around a work area or building to perform essential job functions; low levels of twisting and bending may be required; must have a degree of manual dexterity sufficient to operate office equipment such as computers, calculators, typewriters, copiers, FAX machines, telephones, and related equipment.

Qualifications: Graduation from high school or G.E.D. equivalent and experience equivalent to five years full time work performing a variety of administrative support or executive secretarial functions; OR an Associate's degree in Office Management, Business Administration, Public Administration, or closely related area may substitute for two years of the required experience; OR an undergraduate degree in Business Administration, Public Administration, or closely related area including coursework in ethics may substitute for four years of the required experience. Must have worked in an environment where confidentiality was required ot the person. Must successfully complete a thorough background check.