INFORMAL AGENDA

February 18, 2014

5:15 p.m.

1. ED Update – Rob O'Brian
2. Any other business

C O U N C I L A G E N D A

February 18, 2014

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

1. Request to address Council from Charles McGrew, 2912 S. Minnesota, regarding the firing of the city manager.

7. Public Hearings

8. Consent Agenda

1. Minutes of the February 3, 2014 Council Meeting

2. Minutes of the February 4, Special Council Meeting

3.COUNCIL BILL NO.2014-106 - AN ORDINANCE approving all services and contract specifications as outlined and stated in the Request for Proposals for the Professional Technical Writing Services dated December 2, 2013, and specifically to assist City staff in

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.

compiling the EDA required Disaster Recovery Strategy Report, attached hereto and incorporated herein by reference in its entirety as Exhibit "A". All covenants, conditions, specifications and terms contained in Exhibit "A" are a part of this Agreement. Consultant's Proposal Letter dated January 6, 2014, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Exhibit "B". All covenants, conditions, specifications and terms contained in Exhibit "B" are a part of this Agreement.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-007 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Samuel L. Anselm for the purpose of employing him as Interim City Manager for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

2. COUNCIL BILL NO. 2014 – 108 - AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 510 W. 16TH ST. in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred Ninety Five and 00/100 Dollar ($1,895.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3. COUNCIL BILL NO. 2014 – 109 - AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 1702 S. Empire in the City of Joplin, Missouri, for the amount of Three Thousand Six Hundred Seventy Five and 00/100 Dollar ($3,675.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

4. COUNCIL BILL NO. 2014-111-AN ORDINANCE approving compensation for the relocation of an existing waterline vault and backflow preventer at 1627 W.26th Street, property owned by William Cook as required for the 26th Street Widening Project; and authorizing the payment of Twenty Thousand Fifteen and 00/100 dollars ($20,015.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2014-450 - AN ORDINANCE amending Chapter 62, Health and Sanitation, of the Joplin City Code by adding a new Section 62-31, Fees for communicable disease, general health and environmental services, of Article II. Administration, of Division I Generally, establishing authority for the director of public health and welfare to establish a schedule of fees for various communicable disease, general health and environmental services, and containing an emergency clause.

6. COUNCIL BILL NO. 2014-451 - AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2015, for the amount of Two Million Dollars and no Cents ($2,000,000.00), to support soil

testing and remediation activities associated with tornado response; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

7. COUNCIL BILL NO. 2014-501 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Estate of Robert Newdigger, by and through Personal Representative Monte Mahan, for the purchase of approximately 13,000 square feet of land at 325 East 3rd Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

8. COUNCIL BILL NO. 2014-502 - AN ORDINANCE 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 in various funds and containing an emergency clause.

9. COUNCIL BILL NO. 2014-604 - **A**N ORDINANCE authorizing the purchase of a Wayfinding Signage System; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-008 - AN ORDINANCE amending Sec. 10-43. Review of application of Article II., Licenses of Chapter 10 Alcoholic Beverages of the Charter of the City of Joplin, Missouri to allow an applicant to more effectively coordinate with the licensing process of the state of Missouri.

2. COUNCIL BILL NO. 2014-110 – AN ORDINANCE approving the contract between the City of Joplin, Missouri and the City of Duenweg, Missouri, through their duly authorized representatives, for reimbursement from City of Duenweg, Missouri to city of Joplin, Missouri for Metro Area PublicTransit system (MAPS) providing bus rides and transportation to city of Duenweg, Missouri residents.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

Notice posted at 4:30p.m. on this the 13th day of February, 2014. (RSMo 610.020)

CITIZENS REQUESTS

REQUEST TO ADDRESS COUNCIL

TO: Mayor and Members of the Council Date: 2-18-14

I would like to speak to the City Council on the following subject:

FIRING OF THE CITY MANAGER

Post-it® Fax Note 7671	Date	# of pages ▶
To B. Gollhofer	From	
Co./Dept. City Clerk	Co.	
Phone #	Phone #	
Fax # 625-4710	Fax #	

Thank you.
Name: Charles McGrew
Address: 2912 S. Minnesota
Daytime Phone: 627-7691
Phone No.: 782-2248

RECEIVED
FEB 13 2014
OFFICE OF CITY CLERK
CITY OF JOPLIN, MISSOURI

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES February 3 2014

CALL TO ORDER

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

ROLL CALL – all were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Mr. Woolston

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

REPORTS AND COMMUNICATIONS

PUBLIC HEARINGS
Public Hearing Procedures - read by City Clerk Barbara Hogelin

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2014-250

Mayor Colbert-Kean opened the Public Hearing

Charlie Kuehn, 620 McConnell, appeared of behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2014- 250. Motion by Mr. Glaze, Second by Mr. Scearce, to Place Council Bill No. 2014-250 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert and Shaw. 8. Nays: 0. Abstention: 1, Woolston.

The Bill was read as being COUNCIL BILL NO. 2014-250

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 and including in District C-1-PD property as described below and located at 2318 East 20th Street in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for RESOLUTION NO. 2014-004

Mayor Colbert-Kean opened the Public Hearing

Tom Smith, 2000 W. 7th, Joplin, MO appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Scearce introduced Resolution No. 2014-004. Motion by Mr. Scearce, Second by Mr. Glaze, to Approve Resolution No. 2014-004. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2014-004

A RESOLUTION granting a Special Use Permit (Second Renewal) to USA Metal Recycling for the continued operation of a solid waste collection and processing facility located at 2000 West Seventh Street, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-251

Mayor Colbert-Kean opened the Public Hearing

No one appeared for or in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2014-251. Motion by Mr. Glaze, Second by Mr. Golden, that Council Bill No. 2014-251 be Stricken from the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

COUNCIL BILL NO. 2014-251 was STRICKEN from the AGENDA.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near the northeast corner of Prigmore Road and East 26th Street/Alliance Parkway in Jasper County, Missouri.

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

Minutes of the January 21, 2014 council meeting.

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Woolston introduced Council Bill No. 2014-104. Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2014-104. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-014

AN ORDINANCE approving a agreement for Tri-State Engineering for One Hundred Nineteen Thousand One Hundred and no/100 Dollars ($119,100.00) for Engineering and Surveying Services for the Police and Fire Training Facility and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-107 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2014-107. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-015

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Bowen National Research in the amount not to exceed Fourteen Thousand Nine Hundred Dollars ($14,900.00) to provide professional services related to performing a comprehensive housing market analysis for the City of Joplin, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-603 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2014-603. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Seibert, Shaw, and Woolston 7. Nays: 2, Rosenberg, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-016

AN ORDINANCE approving a contract with RFB Construction Inc. in the amount of Three Hundred Nineteen Thousand Six Hundred Thirty Eight and 00 /100 Dollars ($319,638.00) for Sidewalk and ADA Ramp Installation A Street to C Street and Gray Avenue to Joplin Avenue NID III project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Glaze introduced Council Bill No. 2014-106 - Motion by Mr. Glaze, Second by Mr. Golden to Place Council Bill No. 2014-106 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO.2014-106

AN ORDINANCE approving all services and contract specifications as outlined and stated in the Request for Proposals for the Professional Technical Writing Services dated December 2, 2013, and specifically to assist City staff in compiling the EDA required Disaster Recovery Strategy Report, attached hereto and incorporated herein by reference in its entirety as Exhibit "A". All covenants, conditions, specifications and terms contained in Exhibit "A" are a part of this Agreement. Consultant's Proposal Letter dated January 6, 2014, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Exhibit "B". All covenants, conditions, specifications and terms contained in Exhibit "B" are a part of this Agreement.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Appointments/Reappointments to Boards and Commissions: Reappointments: Board of Adjustment – Mary Neville; Design Review – Chad Greer; TIF – Kyle Birkinsha and Ashley Davis; Traffic Commission Ryan Jackson and Candy Gagle.

Appointments: Design Review – Alice Pantoja; JSA – Wendy Douglas; JSA Alt Position Phil McClendon; Parks and Recreation – Jennifer Martucci.

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

Motion by Mr. Scearce, Second by Ms. Raney to Appoint the following to the Capital Improvement Sales Tax Renewal Committee. Kathy Blood, Ron Darby, Aaron Doll, Krissi Gooch, Harold McCoy, Nancy O'Connell, Fred Palmer, and Henry Robertson.

Councilman Woolston commended Finance Director Leslie Haase on how the finance department responded to citizens' needs by working on the weekends. Leslie credited her department for their diligent efforts. He further added other departments do this as well.

There being no further business the meeting adjourned at 6:35p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

February 4, 2014

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:45 p.m. by Mayor Melodee Colbert-Kean.

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:45 pm on Tuesday, February 4, 2014, in the 5th Floor Informal room, 602 S. Main Street, to receive the report of the Special Investigator, Mr. Tom Loraine.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Jack Golden, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston. 9. Absent: 0.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. City Council will adjourn to open session in the Council Chambers.

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, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Mayor Colbert-Kean reconvened the open meeting of council and called the meeting to order at 10:50 p.m.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Jack Golden, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston. 9. Absent: 0.

Report from the Special Investigator Mr. Tom Loraine.

Mayor Colbert-Kean	Present. And we have a report from the special investigator, Mr. Tom Lorraine.
Thomas Loraine	Mayor, Council people—I was commissioned several months ago, and I believe it was October 17th that I was hired to do a critical investigation on some complaints that occurred between some board members. And I was given specific instructions to look at some issues that arose out of Wallace-Bajjali, Mr. Kuehn, and some of those matters. During the investigation, I started off with this investigation. I think we've interviewed—I believe it's 54 witnesses, many of which came forward to me. I didn't really call very many. I did talk with Mr. Scearce. I talked with Mr. Woolston, because those were the primary parties. I did talk with the City Attorney, and then a series of people came after that, including Mr. Rohr and some other folks. To make a quick assessment of this report—it's a series of pages, but I think the primary understanding of this report is that it deals with several issues. The first issue would be whether Mr. Scearce has in some way violated some ethical standards and (2) whether or not there was an alleged sticky note that was on

Manager Rohr's desk, and that sticky note supposedly was stolen from his desk. And I was requested to find out whether that in fact occurred, and if so, who stole it. And so the first issue concerns Mr. Scearce and those two issues. As a practical matter, I think the first heading I'd call it would be gambling. That was the ethical and legal issue that we'll take a look at. That's called issue one. Issue two is the sticky note and what happened there.

So in regards to the gambling issue, I did begin the inquiry, and I interviewed Mr. Scearce because Mr. Scearce was the person that was charged with the possibility that he was involved in some manner with the gambling issue. So I interviewed him. He brought his attorney. I told the attorney that the attorney could not ask any questions, nor could he interfere with my investigation. He agreed to those terms. And Mr. Scearce basically admitted that he had answered—inartfully I asked questions—in other words, he asked—he answered some questions that were not very clear and not carefully crafted. The news person that did the discussion—they crafted the question, and I think it was an "on the spot" type question, so I'm certainly not criticizing the newspaper person. But, generally, all these people were testified. They testified under oath in front of a court reporter. They took verbatim testimony as to what occurred. And, you know, I did that method. I used that method so that there would be no question about who said what and whether or not, you know, I had misinterpreted something, so that's the method of the investigation.

Basically, Mr. Scearce admitted to me that he had rented a satellite building to a known bookie who was subsequently convicted. This occurred some 20 to 24 years ago. Mr. Scearce had learned that the illegal betting was occurring. He knew that the bookie was a bookie prior to the rental. He referred subsequent that there was some booking activities going on in this satellite office, and he did—Mr. Scearce said he went to an attorney. He sought advice as to what he should be doing. The attorney told him to ignore the issue and not get involved, and I did not—I did not find, nor did I have anybody suggest that in any way Mr. Scearce had been involved in either the illegal activity or the vice of gambling himself through the bookie. I did talk with the bookie, who was a gentleman by--Mr. Lovett was his name. He had told me over the phone—I had asked him to come in and swear under oath—I asked to what his knowledge was. He told me he could provide testimony that would totally exonerate Mr. Scearce, and I said, "Would you please come in and do that?" He then talked—he apparently talked--several days later I heard back from him. He scheduled an appointment. Several days later I heard back from him. After he talked with his attorney—and I do not know who that was, but the attorney advised him that he didn't think it was a good idea to go back—and for his client to go back on the stand and testify under oath to anything. So I did not get any further information from Mr. Lovett. I then investigated further, and I talked with a Nancy Morton, who had been Mr. Scearce's friend at one point, and I think his secretary during this period of time of 20 to 25 years ago. And she had in fact confirmed to me that Bill knew Mr. Lovett was

a bookie, but she had never seen Bill involved in any gambling activity with Mr. Lovett, nor did—and subsequent, he later then rented—the bookie rented a part of Mr. Scearce' actual office, and Nancy—Mrs. Morton also advised me of that. She knew of no situation where she had ever seen Bill place bets or involve himself in any kind of gambling.

I further requested interviews with people that I thought had some kind of information about this. One, on the alleged sticky note issue, there was a reference to some notes that were taken by Mr. Rohr and a conversation that occurred with—I think it was editor Carol Stark, so it seemed to me that I should probably talk with Mr. Rohr and talk with Carol Stark, if she would, so those two people were requested to testify. Mr. Rohr did testify. He told me that somebody had stolen this sticky note off of his office. He has a practice when he takes certain information, he will reduce it to writing on what he calls a sticky note, and it's—I think it's one of those yellow sheets about this size. In fact, I had that sticky note blown up, and it's a large document now, and I asked Mr. Rohr if this in fact was the sticky note, or a replica—a duplication of that sticky note that in fact was in his handwriting, and he had had—last seen on his desk. He confirmed that in his conversation that it was. The first line of that sticky note said the address was—and it's in Mr. Rohr's handwriting, and he admitted to that under oath that it was—this was an enlargement of the original sticky note that he knew or thought was stolen. The second line has the name Carol Stark. The third line has the word "extremely." The fourth line has the word "8/12/13," that I presumed it was a date, and in fact, Mr. Rohr told me that it was a date, and the word "helpful." The fifth line had the word, "contributing to a continual criminal enterprise," and that was interpreted—I had trouble reading the note, but that's what Mr. Rohr told me that segment related to. The sixth line had the word "Lovett" and that, of course, refers to the bookie that was subsequently indicted and convicted. The seventh line had the word "FBI request issues." The eighth line had the word "surrounding." This is the entirety of the information that was on the alleged sticky note, and that's confirmed by Mr. Rohr.

It was—so after I took Mr. Rohr's statement, I then asked—I made a phone call to Carol Stark to see if she would talk to me because her name had been on that sticky note, and she refused to talk to me. She didn't care to talk off the record or anything. She just refused to testify to me. Personally, she did talk to me on the phone to say that.

I then asked Chief Altic of the Seneca Police Department, who was at the time an investigating policeman with the Joplin Police Department and apparently had been somewhat involved with the FBI during the questioning, or the gathering of the information against the bookie.

I asked him if he would submit to an interview so I could take some testimony. He told me he didn't really want to get involved, but he told me that there was a gentleman by the name of Mr. Stewart, who was a general counsel of the

Kansas City division of the FBI that would talk to me about the release of the information. I did in fact talk to Robert Stewart. He told me he knows of no active investigation on Bill Scearce. He did not tell me that under oath. I didn't suspect that he would come down and sit in front of me with a court reporter and give that statement. But he did say that on the phone, that he knew of no active investigation on Bill Scearce. Mr. Stewart had suggested that there had been a prior request by City Attorney Brian Head for a report that had been generated, and I think they call them a 302 Report that had been generated as a result of the FBI interview with Mr. Scearce. And he suggested that there were two ways to do that. One was the freedom of information act, and it would require a lawsuit. The other way he suggested was perhaps Mr. Scearce would request the 302 Report, and we could see the actual 302 Report itself. I did talk to Mr. Scearce about that. Mr. Genesio was his attorney, and Mr. Genesio actually filled in the FBI report to request that 302 Report. And Mr. Genesio—pardon me—Mr. Scearce signed that to request that, and that it was the second way that I could get this report according to the FBI general counsel.

Chief Lane Roberts also had some information, and I asked him if he would give me a statement about the 302 Report, and he thought there might be a continuing investigation. And I talked with him this year, just several months ago. He refused to tell me anything further. He was an employee of the City and, you know, there is—there was a Garrity method—under Garrity versus New Jersey, you can request someone, when you're doing a critical investigation, to deliver that information under penalty of losing their job, or if they're given the proper warning. Basically, Mr. Roberts said he was near the end of his employment, and he really didn't much care—I don't know exactly what his term was, but he wasn't going to get involved in any more details than what I already had, which was the information on the sticky note.

Now, in reference to—so the result right now is the 302 Report on Mr. Scearce of 20 years ago has been in fact requested by Mr. Scearce, who has tried to cooperate, I think, with trying to get to the bottom of that FBI report. The sticky note issue—Mr. Rohr had given me—he talked with—he told me in his statement that he had talked with Chief Roberts and a local newspaper editor, and he had told me that he had identified the document that I had enlarged, and he had given me, I think eight people that have access to his office, and actually—I guess they actually have a key, and he wanted me to investigate those eight people. After I heard the rest of the information, there was no sense in me questioning those eight people. It just would have been more expense and more time wasted because subsequent to that, I talked with Mr. Head, and Head had told me under oath that he had received the sticky note from an employee, Becky Brill-Pinson, who really didn't want to be involved in the matter. But I took nevertheless after Head testified to that—I did contact Becky Brill-Pinson, who is no longer an employee of the City, and we took a deposition under oath over the telephone with her, and she confirmed that she in fact had found the sticky note in the hall by the elevator near the men's

restroom. Becky further said that she had recognized the handwriting on the note as that of Mr. Rohr, but she couldn't read much of the note except the word "FBI" which is pretty true—I mean, it's pretty hard to read it. That's why I had Mr. Rohr translate it for me. But in any case, Ms. Brill—and Mrs. Brill now, took the information in to Mr. Rohr's office. Mr. Rohr was not present. Vicki Coots, who is Mr. Rohr's secretary, was not present, and she testified that because the word "FBI" was on there. There was a meeting of some—I don't know—she said there were 20 or 25 people in a room close to there. I don't—I didn't get into what they were there for, but she felt that it shouldn't be obviously left just anywhere, so she brought it in to City Attorney Head's office and left it with him in his safekeeping.

Mr. Head confirmed that he had in fact received the sticky note from employee Becky Brill, and Mr. Head's comments were that he had presented the note to Mr. Scearce. And Mr. Scearce confirmed when I took his testimony that in fact, yes, he had received this from Mr. Head. So I made the conclusion that it really wasn't important to talk to the people that had keys to the office and, you know, I think it's fairly clear from the testimonies that the sticky note was found in the hall near the elevator near the men's restroom, and that Brill-Pinson recognized the handwriting on the note as that of Mr. Rohr and attempted to find him and Vicki Coots, and since they were not available, she in fact gave it to City Attorney Head.

Those are the issues as it relates to—as to the facts investigation on Mr. Scearce. I then—and I do have a sec—you know, there are some conclusions, but I'll skip over those conclusions and go back to Issue B, which was issues presented for investigation on Mr. Woolston. I was commissioned the following—the facts, circumstances, and ethical and legal consideration surrounding Council Member Mike Woolston; Charlie Kuehn, owner and operator of Four State Homes, its subsidiaries and related entities, and the City of Joplin's chosen master developer, Wallace-Bajjali. That was what I call the Woolston issue. It's obviously bigger than just the Woolston issue itself. The investigation started on that issue with Mr. Woolston coming in to testify to me again under oath before a court reporter. He had admitted that he had received fees on only one transaction out of many transactions. He submitted to me what I have listed as Exhibit 5 of some 19 transactions, and he told me that he has not received any fee for any of those transactions with the exception of an earlier one that he said he did receive a fee on. I have seen the Exhibit 5, and it was submitted under oath. I have no reason to not believe Councilman Woolston, in regards to his statement that he had received no fees on those transactions. That property list that he had given me was a property list that has been—it is my understanding that that property list was in fact submitted to the—there were a number of different buyers on those tracts of property—Four State Homes, Kuehn—Four State Homes on a number of those—Kuehn on a couple more—and Four State Homes. So this was submitted as property that actually had closed, and a buyer had surfaced.

In talking with, on the 353 Corporation—that's the land holding corporation—there was some testimony from Attorney Brian Head—and I asked him the following questions. Now, how was it determined what the method of purchasing the property? Answer--in what regard? Question—setting up the entire program with Wallace-Bajjali. Answer—that was largely negotiated between the City Manager and the folks at Wallace-Bajjali, although once the basic structure was determined, when we were given marching orders, we did create a land bank agreement between the City, the Redevelopment Corporation, and Wallace-Bajjali. Head had stated that there was a law firm in St. Louis that had drafted it. He was—Head was not involved nor invited to the initial negotiation between the City Manager and Wallace-Bajjali. Mr. Head and Mr. Rohr both admitted to me that Mr. Rohr had no legal background, and that no outside counsel was conducted by the City regarding any ethical or legal considerations.

Mr. Head made the following statements. "I don't know that the 353 in hindsight—it feels to me like we created a whole lot more hoops for ourselves than we needed to when a lot of this could have been done directly by the City." That's a direct quote. There is a, in fact, a 353 Corporation that's organized under Section 353.060 of the Revised Statutes of Missouri which calls for—it's basically a blight statute, and if an area is blighted, the City can make strides towards urban redevelopment under that particular statute. It requires a lot of hearings and a lot of information in that regard.

Councilman Woolston admitted to some involvement in the purchasing of the 19 properties listed on Exhibit 5. However, neither he nor his employer, PRO 100 Realty, are listed as buyers on Exhibit 5 or on Exhibit 18-A, which is the land purchase summary that occurred as of October 31, 2013, of the Joplin Redevelopment Corporation. That's also known as the 353 Corporation. All of the property listed on Exhibit 5, save the properties purchased by Jennings/Brown was transferred to the 353 Corporation, it's my understanding. The question arises, why did Wallace-Bajjali have a contract with the Joplin Redevelopment Corporation to acquire property for the City and to receive a substantial fee for acquiring such property, and did receive a substantial fee for acquiring such property when the property was actually acquired by Four State Homes or its owner, Charles Kuehn, for the most part.

Councilman Woolston admitted entering into a working relationship with Charlie Kuehn within a couple of months after the tornado. That's a direct quote from Mr. Woolston. Mr. Kuehn, when asked about his involvement in any of these matters—he declined to offer any information under oath concerning his business dealings with Councilman Woolston. His deposition, in relevant part, reads as follows in that regard. He sat for a few minutes before he left. But I want to make it clear that right before this line of questioning, I had read the question which the City had given me, which I earlier cited. I have read that to Mr. Kuehn, and Mr. Kuehn had the following statements: Question—"What did you think we were talking about?"

Answer—"Just land purchases that Mr. Woolston had purchased from me or as a"—and then he hesitated—and I said, question—"Well, I think this covers that." Answer—"It covers a lot more." Question—"Yes, it does." Answer—"So I'm going to elect to leave, and if we want to talk any further, I'll bring my attorney, because this is not what I understood that Mr. Woolston was being investigated for all of that."

Mr. Kuehn twice declined to cooperate with the investigation. It must be noted, I think on Exhibit 18-A, that there were a number of resolutions involving money that closed on these various transactions, and each transaction used the Abby Title Company and the Arvest Bank, owned by Wal-Mart. In fact, every transaction depicted on 18-A has Arvest Bank listed as the mortgage. No effort was made in sharing the City's business with any local community owned banks other than that, and/or any title companies on a bid.

According to Mr. Richard Russell, former Mayor and Councilman, title insurance services have not been bid. He said, "If they were to be bid, title insurance fees could have been reduced from an average of four dollars ($4.00) per thousand of insurance to eighty-three (83) cents a thousand. And that was based on what Mr. Russell had witnessed on the Branson Landing, where the actual dollar amount on a bid was eighty-three (83) cents per thousand. If Mr. Rohr bid this title work out, seventy-nine percent (79%) of the price actually paid for title insurance could have been saved according to Mr. Russell. Wallace-Bajjali did not ignore this savings for political reasons according to Richard Russell.

I talked with—there was a line put out by the City for people to call in, and several local residents—Dana and William Parker deposed under oath that Councilman Woolston's actions during the period just prior to the neighborhood meeting held in October, 2012, stating, "Most of the people lived well. Where they live is where the movie theater is going in, and all that—the library—and they were concerned because Mike Woolston kept knocking on everybody's door wanting to sell their property, even if they had already built," and that's a direct quote, "so if they had already rebuilt and sell it so that it could be torn down." That's a quote from Dana and William Parker, who submitted and came in. I don't know—I can't vouch for their—anything about them, other than they came in with the perception issue that Mr. Woolston was somehow involved very deeply.

According to the Parkers, Woolston informed them they were "stupid for rebuilding" and when he asked the Parkers why a grocery store—he was asked by the Parkers why a grocery store was not planned for Sunset Ridge. Quote—"He told us that at the time that those people were too important. We couldn't do that to them." That's a direct quote from Dana and William Parker. The Parkers were further informed by Mr. Woolston that a park which had been deeded to the City "needs to come out." Dana and William Parker, in short—that's a quote from them. They claim that Councilman Woolston appears to

have conducted himself as a one man Redevelopment Corporation and basically didn't follow any of the 353 rules. Once again, I'm not speaking—this happens to be a perception. I don't know any of the issues that Dana and William Parker have testified to under oath. I know nothing about it other than they came in with this kind of a criticism. They further testified that Councilman Woolston spoke to them about acquiring various lots for a party whose name at first he would not reveal, but eventually he told them the party was Four State Homes which he highly endorsed as follows, "You know they build good stuff." Unquote—from Dana and William Parker. They thought—the Parkers did, that Woolston was acting as an agent for Mr. Kuehn, who was acting as an agent for Wallace-Bajjali, who was billing the City big fees for finding property to develop. The actions of Mr. Woolston, Mr. Kuehn, and Wallace-Bajjali led the Parkers to conclude there were conflicts of interest going on.

Residents Alisha and Dustin Brigance were deposed. They came in to talk to me. They said that Woolston had sent them a letter in July of 2012 stating that someone was interested in purchasing their property. That's a direct quote from Alisha and Dustin. In referring to Mr. Woolston, they stated, "He was working for Four State Homes to purchase an extremely large amount of property in our area." The Brigances further deposed that there were at the time rumors of a movie theatre/library complex being planned for that area "at 20th and Connecticut." Mr. Woolston deposed and said that he had received a commission on the sale of 1825 Connecticut. That was the one that he did admit to a commission. The Brigances further stated that, in their deposition, that the only person they had contacted regarding the sale of their property was their realtor. However, at a neighborhood meeting they were approached by Gary Box, a representative of Wallace-Bajjali. Mr. Box was shocked when they were told by these folks that they were not selling because apparently Mr. Woolston had informed him otherwise. That's a direct quote from Alisha and Dustin. The Brigances stated that the wound up selling their property because Four State Homes had purchased all the surrounding property. They also suggested that

Mr. Woolston had not been honest with them because he had prior knowledge of the City's plans for the theatre/library complex. That's a direct quote. They went so far as to say that Mr. Woolston was, "controlling the prices." It is interesting—and this is my note—to note that their property was purchased by Charlie Kuehn in February of 2013. As of December 31, 2013, Mr. Kuehn has not sold this property to the 353 Corporation, and he still maintains, I guess, this piece of property located at 1812 Delaware. I do have a contract—the sales contract. Charlie Kuehn was the buyer. Mike Woolston was the broker for PRO 100, Inc. And that's shown to me on the contract.

There was another Parker—I'm sorry, Tim Parker. His deposition further supports the conclusion in his mind that Woolston and Mr. Kuhen were complicit in acquiring real property for the City directly or indirectly by

acquiring it for Wallace-Bajjali, who ultimately will buy all property from 353 according to the contract. I don't know when that's going to occur, but that ultimately will be what happens. Mr. Parker quotes—he noticed later from the website that numerous properties around Carolina Place—six or seven lots that he had bought over there. That's a quote. He noticed later that the same properties were subsequently sold to the City of Joplin through the Joplin Redevelopment Corporation "for about three times their appraised value." That's a quote from Tim Parker. I have no way of knowing what the price of that property was. I have asked for that information because that would be important information to know what the properties were bought so if there was excess or any profit made, that we would know that. I have asked for that information. I think Mr. Kuehn could provide it. I think Wallace could have provided it. I have asked that information from both Mr. Woolston and from Mr. Rohr; however, that request was only made Tuesday of this week, and I don't think either one of them have had—I have not received any of the information on that property, and I don't know if they can get it. There is—I do know that under the contract with 353, if Wallace-Bajjali has that information, that it can be given.

Assuming arguendo—and that's a legal term, I guess—but it means for argument purposes, let's say that Mr. Woolston has testified absolutely honestly, and that he has received no fees on the transaction purchases by the Joplin Land Development Company, has he violated any legal or ethical issues? You know, at this point, I have no reason to believe that the Exhibit 5 that was presented Mr. Woolston claiming no fees—I have no reason to believe that it's not true. I also don't have any information concerning what profit markup, if any of these properties are receiving. I think that it's important in situations like this where there is a councilman acting honestly trying to make a living. I think there's information that the people in the streets need to have to find out what markup, if any, occurred, and I really think that further investigation is essential on that point. To date, I have still not received any of that information.

There are—after review of Council votes, there are many abstentions on crucial votes on real estate matters that Councilman Woolston has abstained. He readily admits this conduct in his testimony, and on Exhibit 8, there was provided to me a number of abstentions. I believe that this conveys the extent of the collision between Mr. Woolston's personal and business interests. This need for—his need for abstentions is there for the purpose of placing the public on notice that Mr. Woolston is involved in the matter personally, and the City should not expect his best efforts because of the potential—or potential or real conflict of interest. This notice to be wary of his conduct in these conflicted matters tells the public bluntly, "Do not rely on my judgment because I cannot give you the fiduciary obligations of my office." In other words, "You cannot rely on me to be fair because I have personal interests that I must protect." This conduct is somewhat destructive of the trust relationship that the public perceives.

And Mr. Stinnett came in and testified that the frequency of saying, "I have a financial interest." Mr. Stinnett is a former Mayor and Councilman of this City, and he came to me to testify that he has stated that if I have a financial interest—it doesn't explain what the financial interest is—"and he's voiced his opinion to all of them that if you're going to abstain, you should make it very clear to the public as to why." That's a direct quote from Mr. Stinnett.

In addition, the public trust is deprived of any expertise that Mr. Woolston has acquired from past experience. The knowledge he possesses was for many—and I would think a good reason to vote him into office. He is a very knowledgeable information source for real estate. And, you know, it's too bad that the City doesn't get the full knowledge and assistance from Councilman Woolston on matters of this type. Mr. Woolston did admit that he is a business associate of Charles Kuehn on real estate and development matters.

Mr. Kuehn was asked to testify by the undersigned. I have already—he has already declined to do so. He was given a second opportunity after consulting with his personal attorney to state his position since the Council had requested me specifically to inquire as to his relationship with Mr. Woolston. He refused to testify a second time.

Mr. Woolston and Mr. Box both had some significant participation in performing due diligence, as I understand it, in the initial hiring of the Wallace-Bajjali firm. That's according to Gary Box, Benjamin Rosenberg—and now Gary Box is the project manager for the Joplin office of Wallace-Bajjali. And that's according to Gary Box.

Two requests were made by the investigator to question Mr. Wallace. Both resulted in cancellations. One was made at my office when Mr. Wallace was in Jefferson City, and he agreed to meet in Osage Beach. The second appointment that was scheduled was in Joplin, and that resulted in no interview.

Mr. Woolston has admitted to talking to zoning employees to find out requirements for zoning changes. Mr. Woolston said the following:

The question was, "And of course as I understand your city, if you as an alderman talk with somebody in the zoning department trying to favorably impress them to make a decision you could be impeached for that?" Answer—"I probably could. But I talk with them frequently on Charlie's projects and other projects, but typically what I request is so that I understand what they need, or understand the process. It's never to lobby for what he's doing. And frequently when I go down there I'll let them know that I'm there as a private member of the community as opposed to a Council member requesting information."

Question—"But it also identifies to those zoning people or those people in the City that this is a project that you might be involved with and maybe they're

going to treat it more gingerly?" Answer—"Obviously they know that I'm a Council member, and I worry about that on occasion because I'm sure that we as Council members get treated a little differently than any other private citizen when we go in making essentially the same request."

You know, my comment on that is what possible City purpose does that serve for the Councilman to do this for Charlie? There has been ample testimony from other parties that Woolston works very hard to acquire certain properties. Once again, Jim West testified to that. Dana and William Parker, Alisha and Dustin Brigance, Tim Parker, Ben Rosenberg—according to Mr. Cortez. Ben Rosenberg told me Cortez has been approached four times by Woolston.

Mr. Stinnett put it this way when testifying before me—"I'm just saying that he put himself in a position where there is questioning about all of those activities and the perception and the fact that he recuses himself frequently from voting is leading the public thinking that there is something there." "I don't know if there is or not, and that casts a shadow over the whole Council." That's a quote from Mr. Phil Stinnett.

Mr. Stinnett testified that as a former Councilman and Mayor, Woolston was operating contrary to conflict of interest laws at least in his mind.

Legal Issues and Council Options—Mr. Scearce—is there a legal basis for censure of Councilman Scearce? Based on the investigative facts governed during the critical investigation, there is no factual basis in fact for discipline of Councilman Scearce. There is no present evidence to support any illegal or unethical activity on the part of Mr. Scearce.

The evidence supports Mr. Scearce's position, and the allegations against him have been nonexistent by testimony.

The editor of the Joplin Globe has refused to make a statement concerning knowledge she purportedly had about Mr. Scearce acting with gambling activities. Similarly, people that had inside information about the FBI questioning of Mr. Scearce, to wit: Police Chief Lane Roberts and former Joplin Policeman James Altic, who is now the Chief of Seneca, have refused to give any details on any alleged FBI report that led to an indictment and conviction of the Joplin "bookmaker" Lovett.

When offered to reveal facts that would support wrong doings by Mr. Scearce, both Lane Roberts and James Altic refused. Roberts allegedly swore secrecy required by the FBI. Any continuing investigation against Councilman Scearce was clearly disavowed by the General Counsel of FBI Kansas City Division. That's on continuing investigation.

When I asked Mr. Scearce to request the original 302 Report of his questioning about Mr. Lovett, Scearce agreed to request any record. He has done so in writing through Mr. Genesio inquiring to the FBI. I have an Attachment C that in fact reflects that.

After consulting with the FBI General Counsel, I find no credibility in a theory of a continuing investigation on Mr. Scearce. If the Council of Joplin wishes to force Lane Roberts to testify or face discharge, I will be happy to pursue that. But in light of the statement of the FBI General Counsel and the passage of time without indictment, I believe Bill Scearce to be innocent of participating in any gambling activities with Mr. Lovett. And Nancy Morton also says that that was true, and so does Bill Scearce.

I also do not find any ethical violations have occurred in subsequent newspaper developments on this "non-story." Mr. Stinnett shares this opinion, and he so testified.

Phil was a former Councilman from 1998 to 2010 and a former Mayor from 2004 to 2006 for the City of Joplin. He testified that the allegations on Scearce, "I do not believe that causes an ethics violation for him at this point in time."

Legal Conclusion: Even a public figure may sue for defamation when there is actual malice under Sullivan versus New York Times.

When a known falsehood is knowingly perpetrated, a libel suit may be brought by a public figure against a person that continues to perpetrate a falsehood.

In the opinion of the undersigned, continued pursuit of this without some proof against Mr. Scearce is to invite a defamation lawsuit. I can find no evidence that Mr. Scearce has committee crime or an ethical violation of his official duties as a City Member.

When the 302 FBI report arrives, I believe there will be no continuing investigations of Mr. Scearce. Mr. Scearce, by requesting the questioning to which he was exposed, he certainly does not believe that the investigation centered on himself.

Similarly, there is no evidence to support that Mr. Scearce had any involvement in stealing the "sticky note" off of Mr. Rohr's desk or from his office.

Regarding Woolston, Wallace, Kuehn—There are several options the Council could consider regarding the results of the investigation.

They are divided into two groups. The first group are those options surrounding the actions involving Councilman Woolston. The second group are those surrounding Consultant Wallance and Mr. Kuehn.

Councilman Woolston should divest his interests or resign from the Council. If further information develops—and I do believe there needs to be disclosure of the information that I have requested—whether Councilman Woolston can produce that information, or whether Wallace-Bajjali can produce that

information, but somebody needs to get the information to determine whether or not any fees were added to, and if so, in what amounts.

I believe the City needs to use all of its expertise to watch and guard the public trust for the foreseeable future. I believe that the City of Joplin, this is going to be a tough task, a commitment of the entire staff to the City Council, and the public will have to work to monitor the proposals of the consulting developers to insure a proper balance of the type projects that will be a fruitful and prudent investment to bring the best to the Joplin community. The public and private sector must complement each other to maximize this return.

Mr. Woolston has great expertise to offer; however, he cannot gain personally or appear to gain from his own decisions with inside information. I believe Mr. Woolston, and certainly Mr. Kuehn, should register as a local lobbyist under Missouri Revised Statutes with the Ethics Commission. The law requires this disclosure to the public so all decisions are made in the light of day. That's Section 105.470 and 105.473.

Neither of these present gentlemen are—neither of them are presently registered as local lobbyists.

I believe the Missouri Ethics Commission should be advised of these past appearances of improprieties to cleanse the City of any suspicion by its public.

The third option is to investigate more fully the vast opportunity to receive additional fees under the Wallace-Bajjali contracts with the City of Joplin. Perhaps further investigations could force a "clean slate" so business can resume.

With the lack of participation by Mr. Wallace and Mr. Kuehn in the present investigation, no conclusions can be made if wrongdoings have occurred or whether or not they are likely to occur.

Proper decisions to be made as to continuing the relationship with Wallace-Bajjali's firm without extensive—I don't believe there can be a continuing relationship with the Wallace-Bajjali firm without extensive disclosures as to fees generated by the public so far. The public is going to demand that open debate.

Presently all communication between the department of the City and Wallace-Bajjali employees goes through the City Manager. The City Attorney and the Council are "as needed only." Now, that was certainly true at the beginning of this relationship. I do understand that it has—it has improved, but there needs to be procedural safeguards to monitor these private contracts. I believe that it's in the best public interest not to privatize this communication. No legitimate public interest is served by any secrecy. Protocols should be placed in writing for all future communications and voted in place by the City Council itself.

That concludes my report on those issues.

Mayor Colbert-Kean — Thank you, Mr. Loraine. Is there any comment or discussion from the Council?

Mr. Scearce — Do we need to make a motion to accept the report?

Mayor Colbert-Kean — Yes.

Mr. Scearce — I would make a motion to accept the report.

Ms. Raney — Second.

Mayor Colbert-Kean — The motion was made by Mr. Scearce and seconded by Ms. Raney to accept the report presented by Mr. Loraine. Please vote. (Mr. Seibert, Mr. Glaze, Mr. Golden, Mayor Colbert-Kean, Ms. Raney, Dr. Rosenberg, and Mr. Scearce voted "aye")

Mayor Colbert-Kean — I still hear buttons clicking, so maybe we need to redo the vote.

Ms. Hogelin — You can try. I don't know why they didn't light up. Mr. Woolston's and Mr. Shaw's lights are on. You can try to vote again. I don't know what's wrong.

Mayor Colbert-Kean — Please vote.

Ms. Hogelin — Did everybody vote? Mr. Scearce?

Mr. Shaw — Mine's not lighting up.

Ms. Hogelin — Mr. Scearce, can you vote? I'm sorry—Mr.—

_____ — A roll call? But that could get us in trouble, though.

Mayor Colbert-Kean — Will you take a full roll call, or can we just use—

Ms. Hogelin — Let me turn it on.

Mayor Colbert-Kean — So those are the only two?

Ms. Hogelin — Let me turn it off and turn it back on.

Mayor Colbert-Kean — Okay.

Ms. Hogelin — Do you want to try it one more time?

Mayor Colbert-Kean — Please vote.

Ms. Hogelin — It's probably gone to bed. There we go.

Mayor Colbert-Kean — And that motion is eight (8) in favor, one (1) against. (Mr. Seibert, Mr. Glaze, Mr. Golden, Mayor Colbert-Kean, Mr. Shaw, Ms. Raney, Dr. Rosenberg, and Mr. Scearce voted "aye"; with Mr. Woolston voting "nay")

OTHER BUSINESS

Mayor Colbert-Kean — Okay, any other business?

Dr. Rosenberg — Mayor?

Mayor Colbert-Kean — Dr. Rosenberg?

Dr. Rosenberg — I move that Resolution Number 2014-005 be passed. "A Resolution immediately terminating the employment of City Manager R. Mark Rohr without cause, and directing the staff to make payments as provided in the agreement between the City of Joplin and R. Mark Rohr.

WHEREAS, the City of Joplin hired Rohr as the City Manager in September of 2004 pursuant to Section 2.07 of the Charter of the City of Joplin in Ordinance Number 2004-211, and

WHEREAS, the ordinance hiring Rohr approved an agreement by and between Rohr and the City for employment as City Manager for an indefinite term with the right of the Council to terminate either with or without cause, and

WHEREAS, the Council, being advised in the premises, believes for the good of the service and without cause, that Rohr should be terminated as provided by the agreement entered into between Rohr and the City of Joplin on the twentieth (20th) day of September, 2004.

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

Section 1. That City Manager R. Mark Rohr is hereby immediately terminated without cause pursuant to Section 3-A of the agreement between the City of Joplin, Missouri, and R. Mark Rohr.

Section 2. That the staff is hereby directed to make such payments as are required by set agreement and in the manner provided therein.

APPROVED BY THE COUNCIL this day of 2014."

I so make that resolution.

Mr. Scearce — I'll make that second.

Mayor Colbert-Kean — The motion was made by Dr. Rosenberg and seconded by Mr. Scearce to immediately terminate—or to pass Resolution 2014-005. Any discussion?

Mr. Rohr — I just want to say is it convenient before we actually heard the report that that resolution was drawn up? It says it all. Thank you. I'll have more to say depending on how the vote turns out.

Mayor Colbert-Kean — Mr. Shaw?

Mr. Shaw — Mayor, my only comment is that I'm completing my twelfth (12th) year on the Council, and this is one of the few times that I've been proud to be on the

Council. It's probably one of the few times that I'm not proud to be on the Council—I'm sorry.

Mayor Colbert-Kean — More comments or discussion? (None) Okay, please vote. (Mr. Golden, Mayor Colbert-Kean, Ms. Raney, Dr. Rosenberg, and Mr. Scearce voted "aye"; with Mr. Seibert, Mr. Glaze, Mr. Woolston, and Mr. Shaw voting "nay") Motion passes, five (5) to four (4), with four (4) against.

The Resolution was read as being Resolution No. 2015-005

A RESOLUTION immediately terminating the employment of City Manager, R. Mark Rohr without cause and directing the staff to make payments as provided in the agreement between the city of Joplin, Missouri and R. Mark Rohr.

Mr. Scearce — Mayor?

Mayor Colbert-Kean — Mr. Scearce?

Mr. Scearce — I would make a motion that Mr. Brian Head be appointed as the Interim City Manager until a new City Manager can be secured to be our informant with the City.

Mayor Colbert-Kean — Does that have to go through a motion?

Peter Edwards — It just needs a second.

Ms. Raney — Second.

Mayor Colbert-Kean — The motion was made by Mr. Scearce and seconded by Ms. Raney to appoint Mr. Head as an Interim City Manager for the City of Joplin. Please vote.

Mr. Edwards — Discussion?

Mayor Colbert-Kean — Discussion? Mr. Shaw, and then Mr. Woolston.

Mr. Shaw — We have an Assistant City Manager over all of our departments, and I think he would need to be our Interim City Manager.

Mayor Colbert-Kean — Mr. Woolston?

Mr. Woolston — I would agree with Mr. Shaw, Mayor, that the idea behind us hiring an Assistant City Manager was for him to take over in the event that the City Manager was unavailable, or whatever. To me, this is the time when that takes place. For us to put the City Attorney in the City Manager position, when we've got somebody that we've been training for a couple—two and a half years now, to take that position, to me seems to be working against our best interest.

Dr. Rosenberg — Mayor?

Mayor Colbert-Kean — Dr. Rosenberg?

Dr. Rosenberg — May I comment?

Mayor Colbert-Kean — Yes.

Dr. Rosenberg — The Assistant City Manager is not our employee. He is an employee of the City. Mr. Rohr is our employee. Mr. Head is the only employee that we have at the time that's qualified to sit in this chair. He has intimate knowledge of the dealings with Wallace-Bajjali, which is one of the most serious things that we have to deal with today. He also has intimate knowledge of the legal problems and legal affairs of the City of Joplin. He has the respect of his department heads, and I would think it would be a good choice for—and he has no desire, I don't think, to be the City Manager. Therefore, he would not be a threat to a new City Manager when that person is hired.

Mr. Rohr — Dr. Rosenberg told me himself when he got his Council briefing, when he was first elected to office, as Brian Head left my office with Mr. Scearce in there, I don't think Mr. Head wanted the job.

Dr. Rosenberg — I have not heard that. I have heard that Mr.—

Mr. Rohr — You didn't hear what he said.

Dr. Rosenberg — I said that? I never said that, Mark, and I'll testify in a lie detector if you'll take one. And I'll pay for it, Mark, but quit interrupting me when I'm speaking.

Mr. Rohr — The public deserves to hear the truth.

Dr. Rosenberg — Well, they'll hear the truth. They'll hear your side—

Mr. Rohr — _____ (speaking away from microphone)

Dr. Rosenberg — Anyone would recommend Mr. Head.

Mayor Colbert-Kean — And, Ms. Raney, you seconded that?

Ms. Raney — Yes.

Mayor Colbert-Kean — The motion was made by Mr. Scearce and seconded by Ms. Raney to appoint Mr. Head as the Interim City Manager until such time as one is found. Please vote. (Mr. Golden, Ms. Raney, Dr. Rosenberg, and Mr. Scearce voted "aye"; with Mr. Seibert, Mr. Glaze, Mr. Woolston, Mayor Colbert-Kean, and Mr. Shaw voting "nay") And that motion fails, five (5) to four (4)—four (4) to five (5), sorry. Okay, any other business? (None) We are adjourned.

Mr. Woolston — Who's going to run the City, Mayor?

Mayor Colbert-Kean — Mr. Woolston?

Mr. Woolston	I make a motion that Sam Anselm be hired as the Interim City Manager for the City of Joplin.
Mr. Glaze	Second.
Mayor Colbert-Kean	The motion was made by Mr. Woolston and seconded by Mr. Glaze to appoint Sam Anselm as the Interim City Manager until such time that the Council finds or hires a new one. Please vote. Am I saying that right on the wording?
Mr. Edwards	Yes.
Mayor Colbert-Kean	Okay. (Mr. Seibert, Mr. Glaze, Mr. Woolston, Mayor Colbert-Kean, Mr. Shaw, and Ms. Raney voted "aye"; and with Mr. Golden, Dr. Rosenberg, and Mr. Scearce voting "nay") And that motion passes six (6) in favor, three (3) against. Any other business?

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 11:59 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 3, 2014

Item: Council Bill: 2014-106
Originating Department: Planning and Community Development

Attachments: 1) Agreement
2) Exhibit "A" – RFP Advertisement
3) Exhibit "B" – RFP Response
4) Council Bill 2014-106

P & CD Manager: Troy Bolander T.B.	Date: 1-23-14
Department Head: Nick Heatherly T.B. for N.H.	Date: 1-23-14
City Manager: Mark Rohr	Date: 1-28-14
Finance Department: Leslie Haase LH	Date: 1-29-14
City Attorney: Brian Head	Date: 1-28-14

Recommended Action: Approval of Council Bill 2014-106.

SUMMARY:

The Economic Development Administration grant awarded in 2012 for the hiring of a Disaster Recovery Coordinator includes the requirement for a comprehensive technical report to be provided, which compiles data on post-tornado recovery and resiliency efforts. The existing grant includes consultant funding for the hiring of a firm to gather data and compile the report with city staff.

Through a typical procurement process, a Writing Assistance Inc. has been selected to prepare the report by the June 30, 2014 deadline.

RECOMMENDATION:

Staff recommends approval of the Professional Consulting Services Agreement with Writing Assistance Inc. to provide the agreed upon services.

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main, Joplin, Missouri 64801, hereinafter referred to as the "City" and Writing Assistance, Inc., hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional writing firm for consulting and writing services for various City projects; and

WHEREAS, Consultant desires to provide consulting and writing services pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

A. Complete all services and contract specifications as outlined and stated in the Request for Proposals for the Professional Technical Writing Services dated December 2, 2013, and specifically to assist City staff in compiling the EDA required Disaster Recovery Strategy Report, attached hereto and incorporated herein by reference in its entirety as Attachment A. All covenants, conditions, specifications and terms contained in Attachment A are a part of this Agreement. Consultant's Proposal Letter dated January 6, 2013, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Attachment B. All covenants, conditions, specifications and terms contained in Attachment B are a part of this Agreement.

ARTICLE II - AGREEMENT SCOPE AND TIME

The time and scope of work under this Agreement is from the date of this Agreement until when the Report is due June 30, 2014.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws

and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Consultant shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports, drawings, specifications and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

8. Consultant is an independent contractor and is not entitled to health insurance benefits, worker's compensation coverage, LAGERS, and Consultant agrees that it is not eligible for unemployment compensation nor will it file any such claim.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

The City shall:

1. Ensure access to City facilities, personnel and information as requested by Consultant.

ARTICLE V - COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed on an hourly basis, according to the following schedule:

a. Primary Writing Services (Pam Walz): $55.00/hour.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City, unless approved by the City in a signed writing. Total costs for the project shall not exceed $15,000.00. Consultant agrees that it has reviewed the scope of work and that it can provide the consulting services within this budget. Consultant shall provide the City a proposal that outlines the scope of work, deadlines, and shall submit a monthly invoice to City based on services rendered to date in accordance with the work schedule.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

A. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII - MISCELLANEOUS

A. CHOICE OF LAW and VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

B. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

C. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

E. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

G. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

H. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

I. AUTHORITY TO BIND. Consultant shall provide City with a Declaration of LLC whereby the Managing Member of the LLC declares that the person signing this

Agreement on behalf of the LLC has full authority to sign this Agreement and bind the LLC to the terms, covenants and conditions outlined herein.

J. TERMINATION. The City of Joplin may terminated this Agreement by giving ninety (90) days written notice to Consultant, or in the event that appropriations are not approved by the City Council for continuation of this Agreement.

ARTICLE IX - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT
Writing Assistance, Inc.

_____
By: Scott Hartman

Date: _____

FOR THE CITY OF JOPLIN

BY:_____
R. Mark Rohr
City Manager

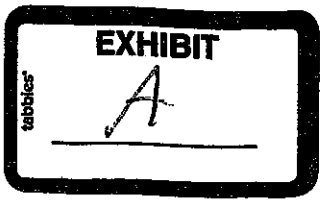
ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A"

REQUEST FOR BID PROPOSALS



CITY OF JOPLIN
REQUEST FOR PROPOSALS

for
Professional Technical Writing Services

Issue Date: December 2, 2013
Closing Date and Closing Time: 4:45 p.m. (Central time) on December 17, 2013
Closing Location: City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street, Joplin, MO 64801

Contact:
Tony Robyn
Disaster Recovery Coordinator
phone: (417) 624-0820, x541, fax: (417) 624-4620,
email: trobyn@joplinmo.org

This Request For Proposals ("RFP") is for Proposals for the provision of qualified Professional Technical Report Writing Services for the City of Joplin.

The terms that govern this RFP are set forth in the enclosed. Given the use of precise federal dollars, your Proposal, and other proposals that may be received by the City, will be subject to negotiation.

The RFP Process:
The information that you require to complete a Proposal is contained in the enclosed pages, subject to any Amendments or Clarifications that you may receive from the City. Please complete your Proposal and submit to:

Professional Technical Writing Services
Attn: Tony Robyn
Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street, Joplin, MO 64801

The Proposal will consist of Qualifications and Professional Technical Writing Services Experience. All evaluation will take place using the Mandatory Criteria and the Rated Criteria as set out below. Please submit Main Proposal in sealed envelope at the time of submittal and include Pricing. The City reserves the right to exclude all proposals at any time

After the Closing Date for the receipt of Proposals, City will evaluate the various Proposals based on the Criteria and weightings set out below and determine which Applicant(s), if any, it will negotiate Pricing with.

This RFP will be complete, and the RFP Rules will terminate, either when this RFP is cancelled by the City, or when the City enters into a contract with one of the Applicants.

Criteria for Evaluating Proposals:

Stage 1 Mandatory Criteria

"MANDATORY CRITERIA"	SATISFIED (YES/NO)
Demonstrated experience providing services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	

The CITY may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

Stage 2 Rated Criteria – 5 is excellent and 0 being inadequate

"RATED CRITERIA"	MINIMUM RATED CRITERIA THRESHOLD	WEIGHTING
Demonstrated adherence to industry standards.	Minimum 3 out of 5	(20%)
Qualifications, experience and historical performance of the Applicant and key individuals working on the program.	Minimum 3 out of 5	45%
Overall project pricing.		35%
TOTAL		**100%**

The CITY may discontinue the evaluation of, and reject, any Proposal that does not meet the Minimum Rated Criteria threshold and can reject all bids at any time.

If you have questions or further information is required, please contact:

Tony Robyn,
Disaster Recovery Coordinator

Professional Technical Writing Services

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2. Communication with the City

Other than the Proposal, every notice or other communication of an Applicant required or permitted in respect of this RFP must be in writing and may be delivered by hand, fax, courier, mail or e-mail to the CITY as follows:

Tony Robyn
Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street, Joplin, MO 64801
phone: (417) 624-0820, fax: (417) 624-4620,
email: trobyn@joplinmo.org

The City may issue any notices or other communication to any Applicant by hand, fax, mail or e-mail. The City encourages Applicants to submit questions and other communications (excluding Proposals) to the City by e-mail. Except as otherwise provided in these RFP Rules, the City will neither be bound by responses to oral questions nor answer any questions received by the City within three business days of the Closing Date.

3. Submission of Proposals

Each Applicant will submit three double sided and bound copies of the Proposal, together with an electronic copy of the Proposal in Microsoft Word or Adobe PDF, preferably on a flash drive. Each Applicant will submit Proposals in a sealed package clearly identified and addressed as follows:

Professional Technical Writing Services
Closing Date: November 18, 2013
Attn: Tony Robyn
Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street
Joplin, MO 64801

The City will not accept responsibility for the delivery of any Proposal that is delivered to any location other than the contact's address. The City, in its sole discretion, may reject any Proposal opened by unauthorized personnel or opened before the Closing Time. If the name of the Project and the Closing Date are not displayed prominently on the outside of an Applicant's Proposal, that Proposal may be opened inadvertently and may be rejected by the City, in the City's sole discretion.

Applicants must deliver their Proposals by hand, courier or mail. Applicants must ensure that their Proposals are delivered to City Hall, 3rd Floor, no later than 4:45 p.m. Central time (the "**Closing Time**") December 17 , 2013 (the "**Closing Date**"). The City may, in its sole discretion, accept or reject any Proposals received after the Closing Time. City will not accept faxed, e-mailed or oral Proposals or faxed, e-mailed or oral modifications to Proposals. Late received Responses will be returned to the Respondent unopened. Properly submitted Reponses and materials by the Respondents will not be returned.

4. Withdrawal or Revision of Proposals

An Applicant may withdraw any previously submitted Proposal at any time by submitting a notice signed by an authorized signatory of the Applicant requesting the removal of the Applicant's submitted Proposal. The Applicant must deliver its notice to the City contact via email, fax, or mail address herein.

An Applicant may revise all or part of a previously submitted Proposal at any time up to the Closing Time by submitting a new Proposal to City Hall, 3rd Floor referred herein. The last Proposal submitted by an Applicant will supersede all previously submitted Proposals by that Applicant. At the opening of the Proposals, City will discard unopened all superseded Proposals. It is the responsibility of each Applicant to clearly indicate to City in writing which Proposals, if any, are to be discarded.

5. Specifications of Professional Technical Writing Services

The City of Joplin is currently looking for technical report writing services in relation to aggregating data and information and expressing it through written communication in the form of a final report. In the aftermath of the disaster, the city and other community organizations have gathered and compiled statistics and recovery data on residential, commercial and cultural reconstruction and future strategic direction moving forward. Working with a team of City of Joplin and Harry S. Truman Coordinating Council staff, the technical writer will gather, analyze, interpret, and present information on post-economic conditions and recovery strategies of the tornado disaster. The writer will seek data from multiple sources and organizations to complete report.

The City of Joplin will be selecting the Professional Technical Writing Services based on qualifications and past experience. The applicant shall submit with this RFP the name, role, and experience of all project staff.

The selected applicant will be responsible for ensuring the following:

a) Meeting with designated staff to prepare report items

b) Providing weekly status updates

c) Analyzing and aggregating provided data

d) Writing and copy editing

e) Preparing data charts and graphs

f) Meeting with area organizations to gather data

g) Final drafting of a professional, aesthetically pleasing summary report

h) Provide 15 covered and bound copies of final document and also provide final version in editable Microsoft Word format on flash drive.

6. Pricing: The proposal sh ould outline itemized estimated hourly costs for staff and percentage of time spent on deliverables.

7: Use of Federal Funds: All contracts, services, purchasing, and activities must conform to U.S. Department of Commerce - Economic Development Administration federal assistance and guidelines. Company shall comply with the following:

- Federal Funds. This project will be partially funded with Federal funds from the U.S. Department of Commerce, Economic Development Agency (EDA) and therefore is subject to Federal laws and regulations.

In addition, Company shall comply with the following contract provisions, as applicable, in accordance with 15 C.F.R. Part 24:

- Access to and Retention of Records. The Owner, EDA, the Comptroller General of the United States, the inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Company (which are directly pertinent to this contract) for the purpose of making an audit, examination, excerpts, and transcriptions. The Company shall maintain all required records for at least three years after the City makes final payment and all pending matters are closed.

- Suspension and Debarment. Company shall not award a subcontract to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

8. Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

CITY OF JOPLIN, MISSOURI
PROFESSIONAL TECHINCAL WRITING SERVICES
SPECIFICATIONS

Each bidder must complete and include this document in the bid response packet.

Date of Bid Submission _____

Company Name, Address, and Contact information:

_____

_____

_____

_____

_____

Specification	**Hourly Rate**
Writer	_____
List additional project staff	
_____	_____
_____	_____
_____	_____

Company Representative Signature _____

Writing Assistance, Inc™

1/6/2014

EXHIBIT
tabbies
B

Professional Technical Writing Services
Closing Date: January 6, 2014
Attn: Tony Robyn
Disaster Recovery Coordinator
City Hall, 3rd Floor, Office of Disaster Recovery
602 S. Main Street
Joplin, MO 64801

Dear Mr. Robyn,

This is in response to the Professional Technical Writing Services RFP.

Attachments:

- Professional Technical Services Specifications
- Affidavit of Compliance
- Resume Pam Walz
- Resume Mark Laserte

Company:

With over 20 years of experience in both the technical writing and professional staffing business, plus a database of more than 25,000 talented, prescreened writers and trainers nationwide, WAI is uniquely qualified to match precisely the right professional to your project. Writing Assistance, Inc. (WAI) was founded in 1991 as a regional staffing firm specializing in technical writers. In our 18 years, we have grown and expanded our services beyond our Minneapolis, Minnesota hub and now assist clients throughout the United States and internationally. WAI has placed hundreds of Technical Writing, Copywriting, Proposal Writing, Technical Editing, Technical Illustration, Content editing, and Graphic design consultants. We have served clients in both the public and private sectors. WAI's private sector clients include top Fortune 500 companies in retail, manufacturing, financial, food and beverage, energy services, and healthcare. WAI's public sector clients include medical and biotechnology entities, and state government departments.

Business size: Veteran-Owned Small Business (VOSB). WAI is a veteran owned company.
GSA Contract number: GS-07F-0323X. All services offered are on our current GSA schedule contract.
Schedule Title: 736 - Temporary Administrative and Professional Staffing (TAPS).

3940 Peregrine Lane, Suite 150
Minneapolis, MN 55447
ph: 763.557.9292
fx: 763.553.9797
www.writingassist.com

Contract period: March 4, 2011 to March 3, 2016. All services offered are on our current GSA schedule contract.

DUNS Number: 835099821 / CAGE / NCAGE: 4GYA9 / Tax ID #: 41-1900195.

Contact: Writing Assistance, Inc. (WAI) / 3140 Harbor Lane N. / Suite 130 / Plymouth, MN 55447.

Phone: 763-551-9797 (direct); 877-392-9772 (toll free) / Fax: 763-551-9767

Email: sales@writingassist.com Website: www.writingassist.com

Email: scott.hartmann@writingassist.com

Proposed Staff:

Pam Walz is a technical writer with years of experience writing disaster documentation for FEMA, including disaster plans for Haiti, the Red River Valley floods and, perhaps of particular note to Joplin, the New Madrid Seismic Zone, which runs through Missouri. Pam has an MBA in Crisis & Emergency Management, and her years of working in emergency management (five of which were with FEMA) give her a noted familiarity with the associated jargon and procedures. Pam is available to work up to 40 hours per week, and her schedule is flexible so she can fly out to Joplin, if necessary, for the occasional on-site meeting. Pam lives in CO and her rate is $55/hr.

Here is a general compilation of the documents Pam has worked on as a catastrophic disaster planner:

Situation Reports and After Action Reports - FEMA (Red River, Haiti Earthquake, Memphis Floods)

Lessons Learned - State of Florida (Florida Governor's Executive Table Top Exercise)

Continuity of Operations Plans - local municipalities in South Florida

New Madrid Seismic Zone - FEMA

Florida Catastrophic Hurricane Plan - FEMA

Washington DC Transit Disaster Plan - FEMA

Los Angeles Disaster Housing Plan - FEMA

Louisiana North and West Parrish Disaster Plans - State of Louisiana

Florida Hazard Mitigation Plan and Analysis - State of Florida

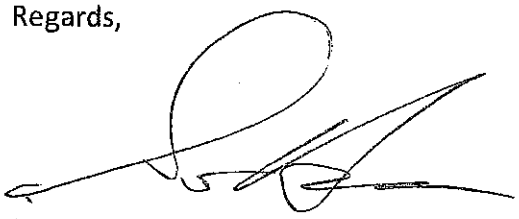
New Jersey Hazard Mitigation Plan and Analysis for Counties and Basic Disaster Plans - FEMA

Basic emergency plans and training for staff, faculty and administration of Miami-Dade County Public School System

Mark Laserte is a seasoned pro with almost 25 years' experience in the technical writing field. Most recently, Mark edited FEMA's All Hazards Plan (AHP) for Emergency Response in Region I of FEMA; he also participated in planning workshops to develop Courses of Action for the AHP. While with FEMA, he also created a style guide, boilerplate language, Word templates, and more; the aforementioned tools have since been adopted by FEMA as standards for writing and editing AHPs. Mark's strength lies in his diverse skill set developed from his lengthy tenure in technical writing. Mark is available to work 20-25 hours per week, and he is available to fly out to Joplin for occasional on-site meetings. Mark lives in MA and his rate is $65/hr. Mark would be an alternate in this proposal.

Thank you for the opportunity to respond to the above RFP.

Regards,



Scott Hartmann
Writing Assistance, Inc.

PROFESSIONAL TECHNICAL WRITING SERVICES SPECIFICATIONS

Each bidder must complete and include this document in the bid response packet.

Date of Bid Submission 1/6/2014

Company Name, Address, and Contact information:

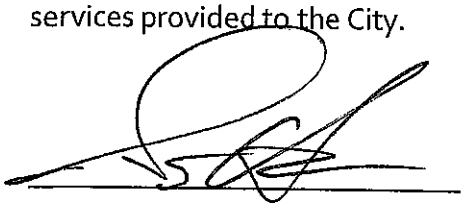
Scott Hartmann
Writing Assistance, Inc.
3140 Harbor Lane, Suite 130
Plymouth, MN 55447
direct:763-551-9797
toll free: 877-392-9772
fax: 763-551-9767
scott.hartmann@writingassist.com
www.writingassist.com

Specification	Hourly Rate
Primary Writer - Pam Walz	$55
List additional project staff and role	
Mark Laserte - Alternate	~~$65~~ reassigned per Scott Hartmann 1/14/14

Company Representative Signature

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Scott Hartmann and I am the President of Writing Assistance, Inc.. 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.



Writing Assistance, Inc.

Pamela

Highlights

Proposal Writer, Technical Writer and Editor

Continuity of Operations and Business Continuity Planner

Director of Planning, Critical Incident Planning and Training

Strike Team Lead and On-Site Emergency Planning/Management

All Hazards Planning and Technical Expertise

Emergency Management Professional

Project Lead and Operations Manager

Active U.S. Government Security Clearance

Disaster Response and Recovery Lead

Strategic Session Facilitator

Experience

Technical Writer and Editor

SSE, Inc., Jacksonville, Fla. (remote)
2012-Current

- S enior technical editor and writer for U.S. Navy classified training program documents, courseware, presentations and style manuals.
- W ork with Subject Matter Experts and U.S. Navy personnel to ensure exemplary deliverables through review of all materials for grammatical correctness, graphics and module quality.
- I ncludes providing feedback and additional drafts to pilots, non-flying officers, and flight crew to produce and deliver on-time quality products for the U.S. Navy.

Emergency Management Planner

IEM, Research Triangle Park, N.C.
2007-2011

- P rincipal planner for FEMACatastrophic Planning projects completed over 3 years for 9 states, including the Florida Catastrophic Hurricane Plan and the New Madrid Seismic Zone Catastrophic Earthquake planning.
- P lanning process included working directly with first responders to write a plan that was "ground-truthed" by those expected to implement the plan, and guided the plan through various rounds of feedback and revisions, incorporating all comments and suggestions.
- E stablished business continuity and crisis management plans and methodologies for 13 NJ counties, including 10 specialized annexes, aligning each with the State's established programs and policies.
- O rganized and facilitated meetings for all 15 branches of first responders and critical departments and functions to ensure emergency plans were collaborated during design and coordinated for execution, providing a seamless master plan. This was completed for 9 counties in South Florida. The above projects cumulated in plans for adoption by the 3 largest South Florida counties. Wrote catastrophic operational plans for 5 specific response disciplines to be adopted by the State of Florida.
- F acilitator of many strategic sessions with senior level management to assess alignment of emergency and crisis plans with

business objectives and senior management "buy-in" to successfully implement safety and emergency plans from the top down, resulting in participationof all employees.

- D uring county planning process, collaborated with key officials and private sector business leaders to identify and encompass critical business needs, review ongoing assessments and risk analyses resulting in a cohesive plan that mitigated risk and provided recommendations for a cohesive public-private sector emergency management and recovery plan.
- W orked cross-functionally providing technical assistance in developing training programs for FEMA National Protectorate Directorate for Higher Education Basic Emergency Operations, Logistics Resource Management Operations Training, and as a planner for State of Florida hazard vulnerability analysis update, adopted by FEMA.

Emergency Management Planner (Continued)
IEM, Research Triangle Park, N.C.
2007-2011

- L ead on-site management as Planning Branch Director for IEM's Response Division disaster response deploymentsfor Hurricane Earl, 2011 Winter Storm; Strike Team Leader for FEMAdisaster response support at Incident Support Bases for 2010 disasters,including the Haitian earthquake, Red River floods (North Dakota and Minnesota), and Tennessee flooding.
- S upporting planner in completion of Los Angeles Operational Area Critical Incident Planning and Training plans; 2009 Florida Governor's Hurricane Exercise assigned specifically to work with the Cabinet; planning and drafting the Louisiana Governor's Office of Homeland Security and Emergency Preparedness projects: NE Louisiana Area Parish emergency Plans, and Louisiana state influenza pandemic plan annex.
- C o-Facilitator of over 25 strategic sessions for catastrophic planning in Florida and New Madrid (mid-west), as well as Washington DC Mass Transit Authority Planning conference.
- S uccessful writer, contributing writer to business project proposals, including the winning FEMA $50M RFP as well as primary proposal writer for FEMA Task Orders.

Senior Emergency Management Planner
Calvin Giordano & Associates, Fort Lauderdale, Florida
2006-2007

- D eveloped, reviewed, and implemented Comprehensive Emergency Management Plans for 3 local South Florida governments, successfully integrating the plans with local first responder plans. In addition designed and conducted exercises federally compliant (tabletop and functional) training and exercises for all departments, providing feedback and corrective actions afterwards.
- S uccessfully collaborated with key department heads in local and county government to identify critical business processes and providing risk and impact assessments, resulting in the drafting and building of robust business continuity and sustainability plans.
- W orked pro-actively supporting municipalities' business continuity budgets, identifying and forecasting costs associated with risks and restoration and recovery in the event of crisis. By pre-planning and encumbering resources early on, the recovery costs were reduced. Also, identified and prepared successful submission for mitigation grants for a total of $3M, and continuity programs for four South Florida municipalities
- F acilitated emergency management oversight committee for large county municipality, including training and presentations,

including, developing training material for use in full-scale exercises meeting federal standards. Conducted training for damage assessment and comprehensive emergency plans, ending in collaboration and coordination with municipal Comprehensive Planning departments, ensuring that emergency management concerns were addressed successfully.

- S

erved as primary reviewer for emergency management plan accreditation standards against national standards, and identified grant funding opportunities for local governmental clients.

Director, Homeland Security& Emergency Preparedness
Miami Dade College, Miami, Florida
2002-2006

- B

eginning at College as Executive Assistant to the President, and being promoted within 9 months to Director: Conceptualized and created the College's first Homeland Security and Emergency Preparedness Department.As Director, managed technical, administrative, and fiscal functions including all-hazard emergency planning and business continuity plans for the College and its Schools.

- C

reated and managed the emergency preparedness and business continuity budget exceeding $1M. Proactive efforts resulted in over $2M in grants received for asset protection and hazard mitigation. Worked closely with College's fiscal management to budget and forecast actual costs of mitigation and the cost/benefit analysis of protective actions and pro-active planning.

Director, Homeland Security & Emergency Preparedness (Continued)
Miami Dade College, Miami, Florida
2002-2006

- O

rganized and supervised the emergency plan awareness program compulsory for all middle and senior management and key personnel; monitoring successful completion of certificate training and compliance with Federal programs. Implemented an "emergency manager on duty" program for all campuses.

- A

nalyzed emerging trends at other colleges and universities and recent incidents across the region to determine any inherent risks and safety concerns that may develop for the college, and worked to integrate the risks into the emergency management plan.

- C

ross-functional working relationships built with all departments and divisions of College to train employees on risk analyses and asset protection, culminating in first-ever threat assessment of the 100's of building across 6 campuses.

- T

rained college facilities personnel in use and application of Homeland Security Comprehensive Assessment Model (HLS-CAM) to complete state-mandated analysis. As a result a more streamlined emergency preparedness plan was developed, saving countless man-hours and costs.

- W

orked successfully with College-wide risk management committee, collaborating on materials, policies and practices approved to be rolled-out college-wide to ensure the safety and security of staff, faculty and students.

- A

n integral part in creation of police department and collaboration with Florida Department of Law Enforcement, including obtaining and managing FCIC and NCIC computers and programs as administrator.

- D

irect results included successfully applying for and willing grant with Florida Department of Education, developing,

implementing and managing $900,000 to train 7,000 first-responders in Weapons of Mass Destruction (WMD) and use of Personal Protective Equipment (PPE).

- I dentified and co-wrote winning grant from the US Department of Education, Office of Safe Schools $1M grant in conjunction with 5th largest school district in country, Miami-Dade County Public School District. Reviewed and revised emergency procedures, developed training curriculum for emergency management workshops, and developed tabletop exercises for the Miami-Dade County Public School District in compliance with Safe School grant award, including training and exercises for staff, faculty, and administrators for the district's Safe Schools Grant.
- B uilt stable relationships and served as liaison for College with all local, regional, state, and federal first-responder agencies and governmental emergency operations centers in the South Florida region, including the FDLE, Offices of Emergency Management in Miami-Dade and Broward Counties, Florida Department of Community Affairs, and the Transportation Security Administration.
- A pplied for and won initial pilot program sponsored by the Federal Air Marshals to provide three levels of hands-on defensive tactics training for flight crew members nationwide, including Federal Flight Deck Officers, successfully becoming the premiere training facility for this preparedness training.
- R epresented the College as main point-of-contact for City Readiness Initiative, collaborating on plans for deployment and dissemination of Strategic National Stockpile (SNS) in conjunction with the Center for Disease Control for medication during a declared national state of emergency, using the College's campuses as points of distribution in Miami-Dade County.

Government Relations Specialist/Executive Assistant
The Rubin Group, Fort Lauderdale, Florida
1998-2002

- H andled key communications and maintained personal interaction with local, state, and federal lawmakers and business leaders.
- R esearched and tracked all bills from committees to passage during the legislative sessions in Tallahassee.
- C oordinated with public and private sector executives and leaders to ensure successful resolution of political objectives to benefit all parties.
- O rganized senior level management and government leader meetings and fundraisers.
- C ompleted and submitted all regulatory forms and reports to the appropriate State and Federal agencies.
- M anaged and supervised offices and staff, including internstwo locations.
- C oordinated complex calendar for President, including confidential personal activities and professional activities.
- F unctioned as gate-keeper and confidante, with respect to personal and professional endeavors.

Education

Florida Atlantic University, Boca Raton, Florida

- M aster of Business Administration – Crisis and Emergency Management, 2004

- achelor of Arts – English and Print Media, 1998

B

Certifications, Training and Memberships

- ransportation Workers Identification (TWIC) allowing access to any airport or port in the U.S.

T

- ertificate, Professional Development Series, Emergency Management Institute, FEMA, 2005

C

- ore than 350 hours of continuing education with FEMA

M

- emberships in Florida Emergency Preparedness Association and The National Disaster Recovery Society

M

- erved as member of the South Florida Regional Domestic Security Task Force 7 as a participating member of the Higher Education and Training committees

S

MARK

APPLICATIONS DOCUMENTED:

Automated Electronic Test Software
Medical Instrumentation
Storage Area Networks (SAN)
Network Attached Storage (NAS)
Virtual Private Networks
Solutions sets for mail and messaging
Solutions sets for data warehousing
Solutions sets for Internet service applications
Station Equipment for Mass Transit Systems
Voice Messaging
Remote Presence
Factory Automation
High-Resolution Color Graphics
Call Accounting and Processing
All Hazards Plan (AHP) for FEMA

AUTHORING TOOLS:

FrameMaker	Word for Windows	FrontPage	Adobe Acrobat
SnagIt	VISIO	CorelDRAW	PowerPoint

EXPERIENCE:

Booz Allen Hamilton, Boston, MA 2/13 to 9/13

Contract Technical Editor

Edited the All Hazards Plan (AHP) for Emergency Response in Region I of the Federal Emergency Management Agency (FEMA); participated in planning workshops to develop Courses of Action (COA's) for the AHP.

Created a Style Guide, Writer's Guide, boilerplates, Word Templates, and roughed-out annexes and appendices for writers and planners to use in editing the AHP. The aforementioned tools have since been adopted as standards for writing and editing AHPs in FEMA Region I and elsewhere.

Telcare, Concord, MA 10/12 to 11/12

Contract Technical Writer

Wrote a customer service manual for Telcare's cellular-enabled Blood Glucose Monitor (BGM).

DiagnosSYS, Westford, MA 4/11 to 9/12

Contract Technical Writer

Wrote IEEE-mandated documentation for automated electronic test systems, including Software Requirements Specifications (SRS's), Software Design Descriptions (SDD's), Software Requirements Traceability Matrices (SRTM's), Software Validation Test Plans (SVTP's), Software Users Documents (SUD's), and Maintenance, Troubleshooting, and Repair Manuals (MTR's).

Sapient/Nitro, Boston, MA 11/10 to 4/11

Freelance Writer

Wrote and edited Internet technology white papers.

Acton Medical Associates, Acton, MA 8/10 to 10/10

Medical Coding Intern

Reviewed Encounter Forms and clinical charts for outpatient providers at a large group practice.

Tasked providers regarding diagnosis codes, procedure codes, and Evaluation & Management codes.

Used the Allscripts application to submit correct Encounter Forms to billing.

Tim Rosa Associates, Newton, MA 2/08 to 2/09

Freelance Writer/Editor

Wrote and edited Information Technology Bulletins (ITBs) and Presentation Transcripts (PTs) on a wide array of IT-related topics, including the following:

- High Availability (HA) solutions for enterprise databases
- Next-generation Network-attached Storage (NAS) technology
- Data integration optimization
- Virtualization of Storage Area Networks (SANs)

Boston Scientific, Natick, MA 9/08 to 12/08

Contract Technical Writer

Wrote and illustrated the installation manual for a proprietary medical-device labeling application. The manual was written using MS Word and illustrated with screen captures that I obtained, annotated, and customized with SnagIt.

Fallon Community Health Plan, Worcester, MA 7/08 to 8/08

Contract Technical Writer

Wrote the IT-related section of Fallon's response to an RFR (Request for Response) from the Commonwealth of Massachusetts. My documentation addressed Fallon's IT capabilities for supporting the Commonwealth's Medicaid program.

National Grid, Westborough, MA 6/08 to 7/08

Contract Technical Writer

Wrote a Job Card mock-up and Training Templates for Line Crews at National Grid.

EMC Corporation, Hopkinton, MA 1/06 to 9/07

Contract Technical Writer

WroteRun Books for the Storage Managed Services (SMS) Group at EMC. The Run Books described the ITIL processes and procedures for managing SAN and NAS storage at SMS customer sites. The ITIL processes included those for Availability Management, Configuration Management, Demand Management, and Business Continuity (in the event of disaster).

The Run Books were customized for Fortune 500 customers such as American Express, General Motors, General Electric, and Starbucks.

Created, populated, and managed eRooms for SMS files and documents.

Used VISIO to create and edit swim-lane process charts and traditional flow charts for the SMS Group.

Instrumentation Laboratory, Lexington, MA 8/05 to 12/05

Contract Technical Writer

Wrote a service manual for ACL TOP, a robotic instrument for performing analysis of patient blood samples. The manual covered Field Maintenance, Theory of Operations, wiring, and detailed system descriptions.

Scheidt & Bachmann, USA, Burlington, MA 8/04 to 8/05

Contract Technical Writer

Wrote service manuals for Fare Gates and Ticket Vending Machines (TVMs) used by the Massachusetts Bay Transportation Authority (MBTA). The manuals covered Field Maintenance, Shop Maintenance, and wiring. The Field Maintenance Manuals included detailed system descriptions and Theory of Operation in addition to repair procedures.

MRV Communications, Littleton, MA 12/99 to 12/03

Technical Writer (Permanent)

Wrote and maintained software and hardware manuals for Terminal Servers and applications in Out-of-band management, Remote Presence, Power Management, and Fault Management.

Wrote a Reference Guide for the syntax-driven Command Line Interface (CLI) of the In-Reach product line.

Wrote a Reference Guide for the Cisco-like CLI of the LX product line.

Wrote a Hardware and Software Guide for MRV's High Density Alarm Manager.

AXENT Technologies, Inc., Waltham, MA 7/99 to 12/99

Contract Technical Writer

Wrote and maintained HTML Help, a System Administrator's Guide, an API Guide, and a Client Installation Guide for Raptor VPN Server – EC (formerly known as Compaq Tunnel).

Compaq Computer Corporation, Shrewsbury, MA 9/98 to 5/99

Contract Technical Writer

Wrote and edited end-user guides and system administrator guides for the Networked Printer Server 40a (NPS40a), a digital front end (DFE) for the Xerox DocuColor 40 Pro printer.

Wrote and edited a key operator's guide describing how to calibrate the NPS40a and manage the Raster Image Processor (RIP) of the NPS40a.

Compaq Computer Corporation, Salem, NH 5/97 to 8/98

Contract Technical Writer

Wrote and edited*HiTest Notes* describing Workgroup-level and Enterprise-level solution sets for applications in mail and messaging, data warehousing, and internet service. *HiTest Notes* included detailed specifications and installation and configuration procedures for the solution-set hardware and software.

Comverse Network Systems, Wakefield, MA 7/96 to 3/97

Contract Technical Writer

Wrote on-line manuals for managing Addressing Domains and subscriber-based services the Access NP system. The Access NP system was used to manage services for cell phone users.

Wang Laboratories, Billerica, MA 3/94 to 6/96

Contract Technical Writer

Wrote, edited, and published the quarterly *VS Data Bits* and bimonthly *Software Maintenance Bulletin* for Wang software customers. Responsible for all phases of publication from the gathering of technical inputs to the production, printing, and distribution of printed copies.

Wrote an end-user's manual on the rules-based processing of incoming E-mail with the Wang OPEN/office Rules Editor.

Wrote a complete documentation set, including on-line help, for Microsoft Exchange-Wang OFFICE Coexistence.

Thermedics Detection, Chelmsford, MA 12/93 to 1/94

Contract Technical Writer

Wrote an operator's manual for a contaminant detecting system that is used in the food and beverage industry.

HTI Voice Solutions, Marlboro, MA 11/93 to 12/93

Contract Technical Writer

Wrote a system administrator's manual for an international call accounting application.

Precision Robots, Incorporated, Billerica, MA 9/93 to 11/93

Contract Technical Writer

Wrote an installation manual for an automated material handling system used in the semiconductor industry.

Reebok, Stoughton, MA 8/93 to 9/93

Contract Technical Writer

Wrote a manual describing company-wide standards for remote access, E-mail, file transfers, hubs, routers, and cabling.

IRIS Graphics, Bedford, MA 7/92 to 6/93

Contract Technical Writer

Wrote a field service engineer's manual describing the service procedures and Theory of Operation for the IRIS Graphics high-resolution color printers.

Wrote an end-user manual for the front-end processor software that runs the IRIS Graphics high-resolution color printers.

Computervision, Bedford, MA 3/92 to 7/92

Contract Technical Writer

Wrote marketing proposals for an audience of corporate prospects for CAD/CAM hardware and software.

Wrote an end-user manual for a CAD/CAM data base management application.

CSI NetLink, Framingham, MA 2/90 to 9/91

Technical Writer (Permanent)

Wrote a programmers' reference manual for the front-end processor software and packet processor software that implement OSI Levels II and III of CSI NetLink's X.25 network.

Wrote and updated end-user guides for Node/LP/Port Configuration, Packet Assembler/Disassembler (PAD) functions, DS0 Channel Configuration, Alarms Reporting, Database Concurrency, and Translation Formulas for resolving conflicts in inter-network addressing conventions.

EDUCATION:

B.A., Salem State College, Salem, MA
Major: ENGLISH
Minor: COMPUTER SCIENCE

Certificate Medical Billing and Coding (120 classroom hours)

- Medical Terminology
- Medical 3rd Party Billing
- CPT-4 Procedural Coding
- ICD-9-CM Diagnostic Coding

Bay Path Regional Vocational Technical High School, Charlton, MA

COUNCIL BILL NO. 2014-106 ORDINANCE NO.

AN ORDINANCE approving all services and contract specifications as outlined and stated in the Request for Proposals for the Professional Technical Writing Services dated December 2, 2013, and specifically to assist City staff in compiling the EDA required Disaster Recovery Strategy Report, attached hereto and incorporated herein by reference in its entirety as Exhibit "A". All covenants, conditions, specifications and terms contained in Exhibit "A" are a part of this Agreement. Consultant's Proposal Letter dated January 6, 2014, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Exhibit "B". All covenants, conditions, specifications and terms contained in Exhibit "B" are a part of this Agreement.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Writing Assistance Inc., for technical writing is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EMERGENCY ORDINANCES

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: February 18, 2014
ITEM: Council Bill No. 2014-007 approving an Employment Agreement by and between the City of Joplin and Samuel L. Anselm for the purpose of employment as Interim City Manager.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2014-007; Exhibit "A" – Employment Agreement.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 2-10-14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 2/11/14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 2-11-14
H.R./RISK MGMT.	David Allgood	**DATE:** 2-11-14

INTRODUCTION:

This Council Bill approves an Employment Contract between the City and Samuel L. Anselm as Interim City Manager.

DISCUSSION:

On February 4, 2014 the Council appointed Mr. Anselm as the Interim City Manager. In order to protect the interests of both the City and Mr. Anselm, it is necessary to approve a contract between the parties.

Mr. Anselm has requested and the agreement reflects the following:

- Salary – Starting Salary of $125,000.00) per year.
- Deferred Compensation – the amount of Four Hundred Twenty Dollars ($420.00) per month to an ICMA Retirement Corporation Deferred Compensation Account.
- Vacation Leave – Employee will accrue vacation leave at a rate equivalent to four (4) weeks per year.
- Sick Leave – Employee will be credited with eight hundred fifty (850) hours of sick leave upon commencement of employment, but will not accrue any additional sick leave for one (1) year.
- Automobile Allowance – Employee will be provided an automobile

allowance at the rate of Five Hundred Dollars ($500.00) per month.

- Severance – no severance; however, in the event the Council determines that it is not in the interest of the City that he continue as Interim Manager, Mr. Anselm would return to his previous position as Assistant City Manager.

RECOMMENDATION:

The City Attorney and the Mayor recommend that this Council Bill be passed on an emergency basis.

BWH:ab
attachments

COUNCIL BILL NO. 2014-007 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Samuel L. Anselm for the purpose of employing him as Interim City Manager for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Samuel L. Anselm, employing Mr. Anselm as Interim City Manager for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the Mayor of the City of Joplin 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 preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the City of Joplin, State of Missouri, a Municipal Corporation, hereinafter called the "City" and Samuel L. Anselm, hereinafter called "Anselm" or "Employee".

WITNESSETH:

WHEREAS, City desires to employ the services of Anselm as Interim City Manager of the City of Joplin;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee; and

WHEREAS, it is the desire of the City Council: (1) to secure and retain the services of Employee and to provide an inducement for him to remain in such employment; (2) to provide for Employee's future security in case Employee is terminated without "just cause"; and, (3) to provide a procedure for terminating Employee's services when City may desire to terminate his employment; and,

WHEREAS, Anselm desires to accept employment as Interim City Manager of said City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Duties.

City agrees to employ Anselm as Interim City Manager of said City to perform the functions and duties of the office of City Manager as set forth by law, ordinance and the City

(Exhibit "A")

Charter and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign to Employee.

It is understood that prior to this Agreement, Anselm has served as Assistant City Manager for nearly three (3) years and that this appointment is upon a temporary basis to and until the Council appoints a new City Manager.

Section 2. Term.

A. The appointment of Anselm as Interim City Manager shall be for an indefinite term, to and until the appointment and assumption of duties by a full-time City Manager. Nothing in this Agreement shall preclude Employee from becoming an applicant for City Manager, or prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time pursuant to the Home Rule Charter of the City of Joplin, Missouri, subject only to the provisions set forth in Section 3. of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to voluntarily resign at any time from his position with the City subject only to the provisions as set forth in Section 3. of this Agreement.

Section 3. Removal or Termination.

A. In the event Employee is removed as Interim City Manager by the City, then and in that event, the City agrees to allow Anselm to return to his previous role as Assistant City Manager under prior employment terms in addition to any salary increase he would have received on his regular anniversary date; provided further, that in the event Employee is suspended or terminated for "just cause", then City's only obligation to Employee is to pay him all compensation accrued but unpaid at the date of his termination.

It is further understood that Employee will be responsible for any Federal or State income taxes owing on all payments made to him pursuant to this subparagraph "A".

B. "Termination for just cause" is defined and hereby limited for the purposes of this

Agreement to termination by the City of the Employee for any of the following reasons: (a) willful neglect of duty; (b) felony or misdemeanor conviction of any crime involving moral turpitude; (c) violation of City Charter provision requiring Employee to devote his full time to his office as City Manager; (d) violation of his duties to the City of honesty, punctuality and sobriety; (e) any other act of a similar nature of the same or greater seriousness.

C. In the event that Employee becomes totally disabled or dies during the term of his employment as Interim City Manager with the City, then the City's only obligation to Employee shall be his accrued but unpaid compensation (including earned vacation) up until the date of his total disability or death, plus any other benefits granted other City employees in the same or similar circumstances.

D. In the event Employee voluntarily resigns his position with the City other than for medical reasons, then Employee shall give City thirty (30) days' notice in advance and then and in that event, City's only obligation to Employee shall be for compensation accrued but unpaid as of the date of his resignation.

E. Notwithstanding anything contained herein to the contrary, if the majority of the City Council determines that it is in the best interests of the City for Employee to resign and Employee has committed no acts or omissions to warrant termination for "just cause", as defined herein, then upon Employee's resignation, he shall receive all rights and benefits to be accorded him as if he had been discharged without "just cause", as defined herein. It is the intention of this subparagraph "E" to distinguish between this type of resignation and a voluntary resignation as that term is used in subparagraph "D" of Section 3.

Section 4. Salary.

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $125,000, payable in installments at the same time as other employees of the City are paid.

(Exhibit "A")

In addition, City agrees to increase base salary and/or other benefits of Employee in such amounts and to such extent as the City Council may determine, in its sole discretion, that it is desirable to do so on the basis of the annual review of Employee made at the same time as similar consideration is given to other employees generally in accordance with the Salary Compensation Plan of the City, as amended.

Section 5. Hours of Work.

It is recognized that Employee must devote a great deal of his time outside normal office hours in the business of the City, and it is agreed by the parties hereto that Employee shall not be entitled to any additional salary nor shall Employee be entitled to take compensatory time off to make up for the time spent by Employee outside normal office hours; provided, however, that reasonable time off (generally one-half day or less) is authorized to attend to personal matters.

Section 6. Deferred Compensation and Auto Allowance.

Since much of the heavy demands on Employee's time falls after normal business hours, City will contribute $420.00 per month to the ICMA §457 Deferred Compensation Plan. City will pay to Employee an auto allowance of $500.00 per month instead of providing Employee the use of a City-owned vehicle.

Section 7. General Expenses.

City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses allowed by law, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed claims, in accordance with the Expense Reimbursement Policy of the City.

Section 8. Vacation.

Employee shall be entitled to four (4) weeks (20 working days) earned vacation per

year. Vacation shall be earned at the rate of 1.67 days per month and can be used immediately.

Section 9. Health and Life Insurance – Sick Leave.

City agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness and major medical group insurance covering Employee equal to other general employees of the City. Employee shall be credited with sick leave upon the same terms and conditions that apply to other employees of the City.

Section 10. ICMA and MCMA Dues and Conferences.

City agrees to pay Employee's ICMA and MCMA membership dues and to reimburse or pay expenses incurred by Employee in attending the ICMA and MCMA annual conferences and to reimburse or pay reasonable expenses incurred by Employee for attending other professional seminars, subject at all times to the City of Joplin Travel Policy.

Section 11. Other Terms and Conditions of Employment.

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Joplin City Code, the Home Rule Charter of the City of Joplin, State of Missouri Statutes governing municipalities, or any other law.

B. All provisions of the Joplin City Code, the Home Rule Charter of the City of Joplin, Missouri, the Revised Statutes of the State of Missouri, and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions (including Social Security and Lagers), holidays, and other fringe benefits and working conditions as they may now exist or may hereafter be amended, shall also apply to Employee as they would to any other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee, and except as herein modified or otherwise provided.

C. Employee shall be entitled to receive accrued vacation and payment therefor as

limited by City Personnel Rules and Regulations upon termination of employment regardless of whether or not Employee is terminated for "just cause".

D. The City Council shall evaluate Employee's performance of his duties as Interim City Manager every six (6) months for the first year and at least annually thereafter.

E. Employee shall reside within the corporate boundaries of the City of Joplin at all times after three (3) months from the date first written above.

Section 12. Limitations - State Law.

Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made herein by the City are subject to any valid limitation placed thereon by the Constitution, statutes and laws of the State of Missouri.

Section 13. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the personal representative and heirs of Employee.

C. This Agreement shall become effective commencing February 4, 2014.

D. If any provision or any other portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. In the event that Anselm is selected to become the permanent City Manager, this Agreement shall be null and void.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Melodee Colbert-Kean, and duly attested by

(Exhibit "A")

its City Clerk, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EMPLOYEE

_____
Samuel L. Anselm

(Exhibit "A")

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 18, 2014

Item: COUNCIL BILL NO. 2014-108
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 108
2) Photograph of Property
3) Bib Tabulation

Building Regulations: Brian Wickland Date: BW - 2/6/14
Department Head: Nick Heatherly Date: 2/6/14
Finance Department: Leslie Haase Date: 2-10-14
City Attorney: Brian Head Date: 2-10-14
Interim City Manager: Sam Anselm Date: 2/10/14

Recommended Action: Approval of Contract with JRB Industries to remove the structures and any remaining debris including foundation and footings located at 510 W. 16TH ST..

Summary: The above listed address was "tagged" as a dangerous building on October 18, 2010. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 24, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on January 29, 2014. At that time bids were received as follows:

Big John's	$ 3,250.00	Nelson's Tree & Demolition	$ 1,950.00
B & D Yard builders	$ 2,444.00	Camcor	$ 7,501.00
JRB Industries	$ 1,895.00	Gator Demolition	$ 3,200.00

Staff recommends that the demolition contract be awarded to JRB Industries.

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

COUNCIL BILL NO. 2014 – 108 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 510 W. 16TH ST. in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred Ninety Five and 00/100 Dollar ($1,895.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with JRB Industries in the amount of One Thousand Eight Hundred Ninety Five and 00/100 Dollars ($1,895.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 510 W. 16TH ST.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 510 W. 16TH ST. and legally described as:

ALL OF THE WEST 33.8 FEET OF LOT NUMBERED TWENTY-EIGHT (28) IN SOUTH JOPLIN LAND COMPANY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

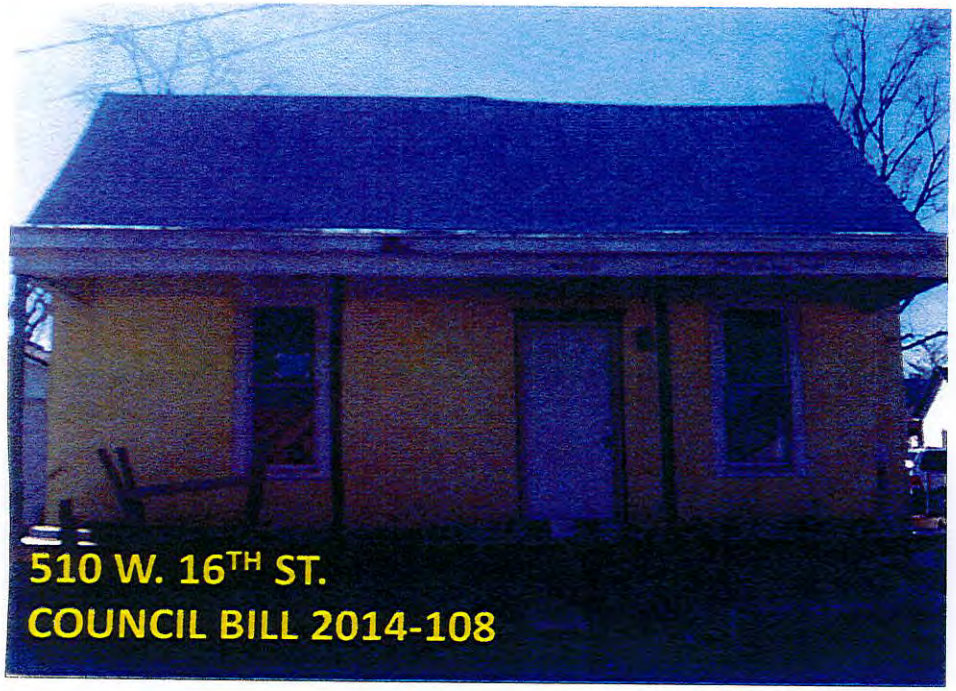
_____, 2014, by a _____ vote.

_____
Melodee Colbert Kean - Mayor

ATTEST:

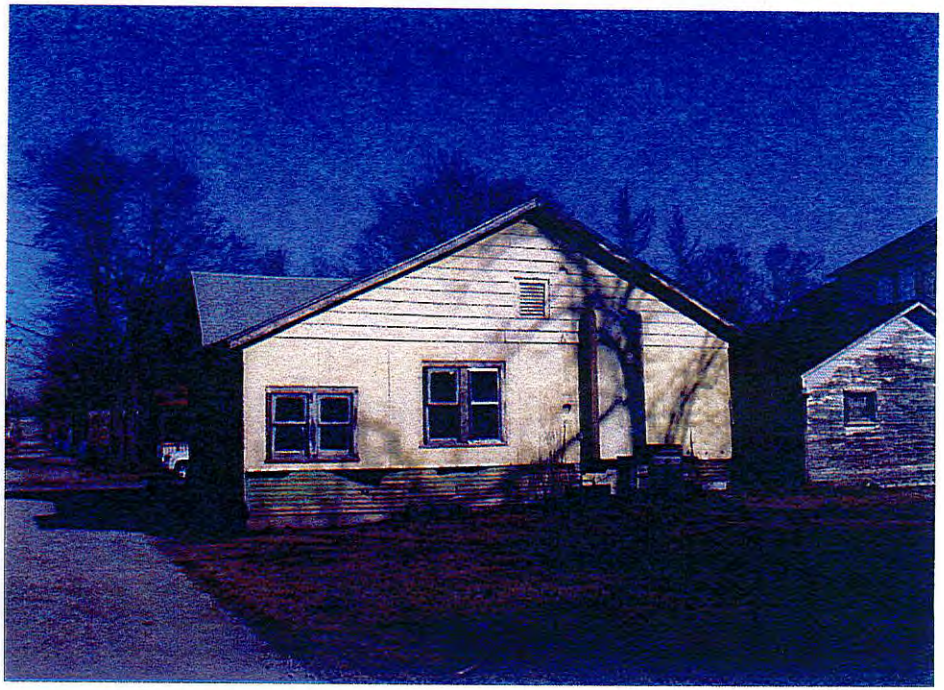
_____
Barbara Hogelin – City Clerk

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


510 W. 16TH ST.
COUNCIL BILL 2014-108







CLOSING DATE:	29-Jan-2014	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, K. Newhouse
Demolition		LOCATION:	510 West 16th Street

COMPANY	BIDS
Nelson's Tree Service	$1,950.00
BJHE	$3,250.00
B & D Yardbuilders	$2,444.00
JRB Industries	$1,895.00
Camcor	$7,501.00
Gator	$3,200.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 18, 2014

Item: COUNCIL BILL NO. 2014-109
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 109
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wickland Date: BW 2/6/14
Department Head: Nick Heatherly Date: 2/6/14
Finance Department: Leslie Haase Date: 2-10-14
City Attorney: Brian Head Date: 2-10-14
Interim City Manager: Sam Anselm Date: 2/10/14

Recommended Action: Approval of Contract with JRB Industries to remove the structures and any remaining debris including foundation and footings located at 1702 S. Empire.

Summary: The above listed address was "tagged" as a dangerous building on September 12, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 24, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on January 29, 2014. At that time bids were received as follows:

Big John's	$ 3,985.00	Nelson's Tree & Demolition	$ 4,300.00
B & D Yard builders	$ 5,540.00	Camcor	$ 7,999.00
JRB Industries	$ 3,675.00	Gator Demolition	$ 5,200.00

Staff recommends that the demolition contract be awarded to JRB Industries.

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

COUNCIL BILL NO. 2014 – 109 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and JRB industries for the demolition of the structure(s) and clearing of lot area located at 1702 S. Empire. in the City of Joplin, Missouri, for the amount of Three Thousand Six Hundred Seventy Five and 00/100 Dollar ($3,675.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with JRB Industries in the amount of Three Thousand Six Hundred Seventy Five and 00/100 Dollars ($3,675.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1702 S. Empire.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1702 S. Empire. and legally described as:

ALL OF LOT NUMBERED FIFTEEN (15), EXCEPT THE SOUTH 25 FT. THEROF, AND ALL OF LOT NIMBERED SIXTEEN (16) IN BARBEE'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

_____, 2014, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean - Mayor

_____
Barbara Hogelin – City Clerk

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


1702 S. EMPIRE
COUNCIL BILL 2014-109







CLOSING DATE:	29-Jan-2014	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, K. Newhouse
Demolition		LOCATION:	1702 S. Empire Ave.

COMPANY	BIDS
Nelson's Tree Service	$4,300.00
BJHE	$3,985.00
B & D Yardbuilders	$5,540.00
JRB Industries	$3,675.00
Camcor	$7,999.00
Gator	$5,200.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 18, 2014
Council Bill No. 2014-111

Item: Reimbursement for Waterline Vault Relocation for the 26th Street Widening: Maiden Lane to Schifferdecker Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2014-111

Engineering Department: Dave Hunt DWH	Date: 2-10-14
Department Head: Nicholas A. Heatherly	Date: 2/10/14
Finance Department: Leslie Haase LH	Date: 2-11-14
City Attorney: Brian Head	Date: 2/10/14
Interim City Manager: Sam Anselm	Date: 2/10/14

Recommended Action: Payment for relocation of waterline vault and backflow preventer at 1627 W. 26th Street to William D. Cook for the 26th Street Widening from Maiden Lane to Schifferdecker Avenue project.

Background: 26th Street was in need of widening from two lanes to three lanes due to the increase in traffic volume and projected regional growth. The widening of 26th Street started under construction in late summer 2013. This project is funded by the previously passed 2004 3/8-cent Capital Improvements Sales Tax and recent TIGER grant funding. The cost for construction for this project is $1,950,065.31. In order to complete the widening project it is necessary to relocate the existing waterline vault and backflow preventer from existing right of way to private property at 1627 W. 26th Street.

Discussion: In February 2013, right of way was acquired from Dr. Cook for the 26th Street widening project. It was unknown at that time that there was an existing waterline vault and backflow preventer that serviced the previous structure within the right of way purchased. It will be required to be relocated to serve the proposed replacement structure. Staff has consulted with FHWA, who has clarified that payment must be made directly to the owner as right of way compensation. Staff requested proposals from a number of contractors for the relocation services and received a bid price of ($20,015.00).

Recommendation: Staff recommends approval for payment of $20,015.00 for the relocation of the existing waterline vault and backflow preventer at 1627 W. 26th Street.


N
MCCOY AVE
1627 W 26th St
MAIDEN LN
W 26TH ST
MCCLELLAND BLVD

COUNCIL BILL NO. 2014-111 ORDINANCE NO.

AN ORDINANCE approving compensation for the relocation of an existing waterline vault and backflow preventer at 1627 W.26th Street, property owned by William Cook as required for the 26th Street Widening Project; and authorizing the payment of Twenty Thousand Fifteen and 00/100 dollars ($20,015.00) and containing an emergency clause.

WHEREAS, William D. Cook is the legal owner of property at 1627 W. 26th Street;

WHEREAS, the Council of the City of Joplin approved in the 2013-2014 budget funds for right of way costs for the Widening Improvements on 26th Street from Maiden Lane to Schifferdecker Avenue.

WHEREAS, in order to make said improvements, it is necessary to relocate an existing waterline vault and backflow preventer from the right of way at1627 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 compensation for the relocation of an existing waterline vault and backflow preventer from the right of way at 1627 W. 26th Street;

Section 2. That the City of Joplin authorize payment to William Cook in the amount of $20,015.00. Payment will be made from account #145-4565-520-8650 Project TC0511.

Section 3. 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. 2014-111 ORDINANCE NO.

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

_____, 2014 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 18, 2014

ITEM: Council Bill No. 2014-450 amending Chapter 62, Health and Sanitation, of the Joplin City Code by adding a new section 62-31 Fees for communicable disease, general health, and environmental services.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2014-450

HEALTH DIRECTOR:	Dan Pekarek	**DATE:** 2-10-14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 2/10/14
CITY ATTORNEY:	Brian W. Head	**DATE:** 2-10-14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 2-10-14

RECOMMENDED ACTION:

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

SUMMARY:

The Health Department requests consideration of this bill that would authorize the Director of Health and Welfare to establish a schedule of fees for various communicable disease, general health and environmental services.

The Health Department currently receives fees/fines from a variety of services provided. These fee/fine amounts are set by ordinance in various city codes (e.g. business license fees for food or pool inspections or animal control fees or fines in the animal control code).

The department also provides many services at no charge to residents when outside funding sources are provided for the service. In some instances however, there is a demand for certain services and no outside funding source is available. In these areas it is appropriate for the department to provide the service and recoup its cost for the service. This ordinance allows the health director to establish a fee schedule for these services. The fees to be charged would only cover the actual cost of service provided.

In situations where the services provided are considered essential for control of disease, and the person requesting the service is unable to pay the cost of the service, the ordinance allows the director of health to reduce a portion of fees based on income eligibility.

The Health Board has reviewed this ordinance and has recommended it for approval.

Staff recommends passage of this Council Bill as an Emergency Ordinance.

COUNCIL BILL NO. 2014-450 ORDINANCE NO.

AN ORDINANCE Amending Chapter 62, Health and Sanitation, of the Joplin City Code by adding a new Section 62-31, Fees for communicable disease, general health and environmental services, of Article II. Administration, of Division I Generally, establishing authority for the director of public health and welfare to establish a schedule of fees for various communicable disease, general health and environmental services, and containing an emergency clause.

WHEREAS, the Joplin Health Department does provide various public health services to members of the community, and

WHEREAS, some services are provided free of charge due to outside funding sources or as appropriate to preserve the public health, and

WHEREAS, the Joplin City Health Department has the ability to provide certain public health services for a fee when services are desired and when outside funding sources are not available and where these fees will not impede the health of the community.

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

Section 1. That Section 62-31, Fees for communicable disease, general health and environmental services, of Article II. Administration, of Division 1 Generally, of Chapter 62 Health and Sanitation of the Joplin City Code be added to read as follows:

"Sec. 62-31. Fees for communicable disease, general health, and environmental services.

(a) The director of the department of public health and welfare shall be authorized to establish fees for various communicable disease, general health, and environmental services, which shall be based upon actual cost of such services.
(b) The schedule of fees shall be posted annually by the city clerk of the city in a public place and shall be posted on the city's web site.
(c) No resident of the city shall be denied essential communicable disease control services based on inability to pay. There shall be a presumption that clients are able to pay the fees established by this ordinance. A client who claims to be unable to pay the fees may present proof to the Joplin City Health Department that the client is unable to pay the fees. If the Joplin City Health Department

finds that the client is unable to pay the fees, the Joplin City Health Department may reduce its administrative charge fees set annually by the department, and based upon criteria defined by the director.

(d) Nothing in this ordinance shall prevent the city health department to raise or lower "outside costs" as may be deemed financially or legally necessary during the course of the fiscal year. Outside Costs means those costs incurred by the Joplin City Health Department for goods and services provided to the Joplin City Health Department by private and/or public laboratories, testing facilities, clinics, physicians or other health care providers, vaccine manufacturers or providers, including but not limited to laboratory charges, testing supplies, vaccine purchases and screening supplies. "

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, 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 18, 2014

ITEM: Council Bill No. 2014-451 approving an Assistance Amendment between the U.S. Environmental Protection Agency (EPA) and the City of Joplin for funding to support soil testing and remediation activities associated with tornado response.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2014-451, together with a copy of the Assistance Amendment.

HEALTH DIRECTOR:	Dan Pekarek	**DATE:** 2-10-14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 2/10/14
CITY ATTORNEY:	Brian W. Head	**DATE:** 2-10-14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 2-10-14
PUBLIC WORKS DIRECTOR:	Nick Heatherly	**DATE:** 2/10/14

RECOMMENDED ACTION:
Staff recommends approval of this Council Bill on an Emergency Basis.

SUMMARY:
Subsequent to the May 22nd tornado, soil testing revealed elevated soil lead/cadmium levels in properties in the Expedited Debris Removal (EDR) area outside of the previously designated areas where soil lead testing was required for building permit issuance. It is believed that these elevations are primarily the result of the use of mine waste chat in the construction of homes some years ago, or where mine waste contamination was present at the time of construction and was simply covered by normal yard development practices. This material was exposed due to significant damage to homes and other structures in the area.

A City ordinance updated at the October 17, 2011 city council meeting requires the testing for lead and cadmium of certain properties in the EDR area and other previously identified mine waste contaminated areas in the city where children are likely to be present (residences, daycares, parks, etc.), before a building permit is issued. If properties test above specified levels, property owners are required to follow a Jasper County health ordinance that outlines how the yard play areas are to be developed.

In order to lessen the potential burden on local residents associated with the costs of following these requirements, the City requested aid in addressing these elevated soil lead and/or cadmium situations from EPA. EPA provided initial funding of $500,000 for these purposes through a Cooperative Agreement in December, 2011. Additional funding of $3.0 million has been received since that time. This Assistance Amendment provides an initial $2.0 million dollars of up to $5.0 million over a 2 year period. Additional funds may be requested as need is identified. Staff recommends approval on an emergency basis.

COUNCIL BILL NO. 2014-451 ORDINANCE NO.

AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2015, for the amount of Two Million Dollars and no Cents ($2,000,000.00), to support soil testing and remediation activities associated with tornado response; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Assistance Amendment by and between the U.S. EPA, and the City of Joplin, Missouri, dealing generally with soil testing and remediation activities, a true and accurate copy of said Amendment being attached hereto, be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN): 97733301 **MODIFICATION NUMBER:** 4 **PROGRAM CODE:** V	**DATE OF AWARD** 01/28/2014
TYPE OF ACTION Augmentation: Increase	**MAILING DATE** 02/04/2014
PAYMENT METHOD: ACH	**ACH#** 77526

RECIPIENT TYPE:
Municipal

Send Payment Request to:
US EPA Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
Contact: 702-798-2426; Fax: 702-798-2423

RECIPIENT:	**PAYEE:**
City of Joplin 602 S. Main Street Joplin, MO 64801 **EIN:** 44-6000196	City of Joplin 602 S. Main Street Joplin, MO 64801

PROJECT MANAGER	**EPA PROJECT OFFICER**	**EPA GRANT SPECIALIST**
Daniel Pekarek 602 S. Main Street Joplin, MO 64801 **E-Mail:** dpekarek@joplinmo.org **Phone:** 417-623-6122	Marie Rabenau 11201 Renner Boulevard, SUPR/IO Lenexa, KS 66219 **E-Mail:** Rabenau.Marie@epamail.epa.gov **Phone:** 913-551-7968	Jennifer Erickson Grants Management Office, PLMG/RFMB/GRMS **E-Mail:** Erickson.Jennifer@epamail.epa.gov **Phone:** 913-551-7997

PROJECT TITLE AND EXPLANATION OF CHANGES

Contaminated Yards Restoration

This agreement enables the City of Joplin to conduct environmental assessments, coordinate with the Jasper County Health Department to ensure contaminated properties are remediated, to enhance soil testing capabilities and to provide coordination of remediation plans to ensure yard remediation is conducted in accordance with the Jasper County Institutional Control ordinance.

This amendment provides additional funding for negotiated workplan activities. This is a partial award of Federal funds and full funding may be provided at a later date. Administrative Condition #16 has been revised and #17 has been added. In addition, Programmatic Conditions #10 and #11 have been included.

BUDGET PERIOD	**PROJECT PERIOD**	**TOTAL BUDGET PERIOD COST**	**TOTAL PROJECT PERIOD COST**
12/15/2011 - 12/14/2015	12/15/2011 - 12/14/2015	$8,500,000.00	$8,500,000.00

NOTICE OF AWARD

Based on your Application dated 12/24/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $2,000,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $5,500,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	**AWARD APPROVAL OFFICE**
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219	U.S. EPA, Region 7 Superfund Division 11201 Renner Boulevard Lenexa, KS 66219

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official	**DATE**
Karen L. Sherrill - Grants Management Officer	01/28/2014

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 3,500,000	$ 2,000,000	$ 5,500,000
EPA In-Kind Amount	$ 0	$	$ 0
Unexpended Prior Year Balance	$ 0	$	$ 0
Other Federal Funds	$ 0	$	$ 0
Recipient Contribution	$ 0	$	$ 0
State Contribution	$ 0	$	$ 0
Local Contribution	$ 0	$	$ 0
Other Contribution	$ 0	$	$ 0
Allowable Project Cost	$ 3,500,000	$ 2,000,000	$ 5,500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
ORONOGO	147AW94020	14	T	7AW0R	303DD2	4185	0736RA01	C004	2,000,000
									2,000,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$345,808
2. Fringe Benefits	$155,244
3. Travel	$26,678
4. Equipment	$58,000
5. Supplies	$9,639
6. Contractual	$7,886,383
7. Construction	$0
8. Other	$18,248
9. Total Direct Charges	$8,500,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$8,500,000
12. Total Approved Assistance Amount	$8,500,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$2,000,000
15. Total EPA Amount Awarded To Date	$5,500,000

Administrative Conditions

Administrative Condition #16 has been revised and #17 has been added. All other conditions remain the same.

16. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure Disadvantaged Business Enterprises (DBE) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

This award includes funds budgeted for equipment, contractual or construction costs, and/or for supply purchases of $3,000 or more. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect.

The annual MBE/WBE report is due within 30 days after the end of the Federal fiscal year; i.e., by October 30 of each calendar year. Only procurements with certified MBE/WBEs are counted towards a recipient's MBE/WBE accomplishments. Please note that this report is due even if work has not yet started on your project.

A final MBE/WBE report must be submitted within 90 days after the end of the project period. Your assistance agreement cannot be closed without MBE/WBE reports covering the life of the agreement.

MBE/WBE reports should be sent to [insert name and contact information of the appropriate DBE coordinator] with a courtesy copy to the Grants Specialist. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also

agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

17. **CIVIL RIGHTS OBLIGATIONS**

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd

- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf.

- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

Programmatic Conditions

Programmatic Conditions #10 and #11 have been included. All other conditions remain the same.

10. **Electronic and Information Technology Accessibility**

Recipients and subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0(see http://www.access-board.gov/sec508/guide/index.htm).

11. **Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 18, 2014

ITEM: COUNCIL BILL NO. 2014-501
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Real Estate Contract; Map

Department Head: Leslie Haase LH	**Date:** 2-10-14
City Attorney: Brian Head	**Date:** 2-10-14
City Manager: Sam Anselm	**Date:** 2/10/14

INTRODUCTION:
This Council Bill approves a real estate contract for the purchase of 325 East 3rd Street from the Estate of Robert Newdigger.

DISCUSSION:
Robert and Maxine Newdigger owned the building at 325 East 3rd Street, located just east of the Justice Center. The property was recently listed for sale. The lot is approximately 13,000 square feet with a building. A purchase price of $120,000 was negotiated. As part of the agreement, the building will be completely empty by the possession date. However, the City will not take possession of the property until May 31, 2014 to give the owner time to clear any personal belongings.

As you are aware, the City needs to find a new location for the animal control vehicles and chemicals. This property would be an ideal location for this purpose, due to its proximity to the Health Department and the Justice Center. There are sufficient funds budgeted in the current health department budget for the replacement of this facility.

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

COUNCIL BILL NO. 2014-501 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Estate of Robert Newdigger, by and through Personal Representative Monte Mahan, for the purchase of approximately 13,000 square feet of land at 325 East 3rd Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Estate of Robert Newdigger, by and through Personal Representative Monte Mahan, for the purchase of approximately 13,000 square feet of land at 325 East 3rd Stret, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (3), (4), and (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W Head, City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2014, by and between **Estate of Robert Newdigger, by and through Personal Representative Monte Mahan,** hereinafter referred to as the **"Seller"** and **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Buyer".**

WITNESSETH:

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

> **"All of Lots Numbered One Hundred Sixty-Four (164) and One Hundred Sixty-Five (165) in PORTER'S ADDITION TO MURPHYSBURG Now a Part of the City of Joplin, Jasper County, Missouri."**

2. PURCHASE PRICE. The purchase price to be paid by the Buyer therefor is One Hundred Twenty Thousand Dollars ($120,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM & TITLE COMMITTMENT. The Seller shall convey said real estate to Buyers by Personal Representative Deed, free and clear of all interest, liens, and encumbrances, except as stated herein. Seller shall provide Buyer a Title Commitment at Seller's cost. If any Exceptions to the Title Commitment are not resolved by Buyer and Seller to each party's satisfaction within thirty (30) days from the date Buyer receives the Title Commitment, Buyer or Seller may terminate this Agreement.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of Abbey Title, Joplin, Missouri, on or about March 1, 2014, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of

closing, shall be done. Buyer shall pay all recording fees and closing costs, including a Buyer's Title Insurance Premium and related costs.

6. POSSESSION. Possession shall be delivered to the Buyer on May 31, 2014. Any time prior to May 31, 2014, Seller has the option of extending the possession date for an additional thirty (30) days by giving written notice to Buyer. Seller agrees to remove all personal property, trash and debris from the building by the possession date. In the event Seller does not comply with this covenant, Seller shall be liable for any reasonable costs incurred by Buyer in removing personal property, trash and debris. Fifteen Thousand Dollars ($15,000.00) of the Purchase Price shall be put in escrow to ensure compliance with this provision.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements. Seller has no knowledge regarding use or presence of hazardous materials on the premises.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate which do not interfere with Seller's removal of property from the premises.

9. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

10. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Personal Representative's Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute, acknowledge and deliver to Buyer such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract and all other documents necessary or advisable to consummate the transactions contemplated under this Contract.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the Seller for closing.

2. Tender payment at closing for the purchase price.

11. DEFAULT.

a) Seller's Breach: If all conditions precedent to said closing have been satisfied, and Seller refuses to close, then Seller shall pay unto Buyer, all Buyer's reasonable out-of-pocket costs associated with the purchase, such as surveying, engineering, etc., and Buyer shall have no further recourse against Seller.

b) Buyer's Breach: If Buyer fails to perform its obligations under this Contract, after all conditions precedent have been satisfied, the Buyer shall pay unto Seller, its out-of-pocket expenses such as title work, surveying, engineering, etc., and Seller shall have no recourse.

12. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT ON COUNCIL APPROVAL. This Agreement is contingent on approval from the Joplin City Council, which shall be sought within thirty (30) days from the execution of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

R. Mark Rohr, City Manager
"BUYER"

ESTATE OF ROBERT NEWDIGGER

By_____

Monte Mahan, Personal Representative
"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Brian W. Head, City Attorney


BROADWAY
2ND
VIRGINIA
325 E. 3rd Street
3RD
PENNSYLVANIA
KENTUCKY
4TH

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 18, 2014

ITEM: COUNCIL BILL NO. 2014-502
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase LH	**Date:** 2-10-14
City Attorney: Brian Head ~~BDH~~	**Date:** 2-10-14
City Manager: Sam Anselm	**Date:** 2/10/14

INTRODUCTION:
This Council Bill amends the adopted 2012-2013 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. Certain operational supplies, telephone costs, fuel costs, and grants were not appropriately budgeted at the time of the budget.

This budget amendment increases expenditures by $1,708,500.

RECOMMENDATION:

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

COUNCIL BILL NO. 2014-502 **ORDINANCE NO.**

AN ORDINANCE 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 in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2012-186 on October 15, 2012, which estimated revenues and appropriated funds for the fiscal year 2012-2013, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of One Million Seven Hundred Eight Thousand Five Hundred Dollars and No Cents ($1,708,500.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations and estimated revenues.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2012-2013 ADOPTED BUDGET
10-Feb-14

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	TIF Reimbursable Costs	001-2015-500-5015	TIF Legal Services	$		10,000
	Information Services	001-2501-500-1010	Regular Wages			10,000
	Information Services	001-2501-500-2835	Equipment Lease & Rental			5,000
	Information Services	001-2501-500-5220	Network Services			5,000
	Police Patrol	001-5502-510-1010	Regular Wages			243,000
	Police Patrol	001-5502-510-2750	SRT Operational Supplies			25,000
	Police Patrol	001-5503-510-3115	Fuel, Oil, & Diesel			7,000
	Police Jail Services	001-5507-510-1010	Regular Wages			65,000
	Police Public Safety	001-5575-510-5265	Maintenance Contracts			5,000
	Cemeteries	001-6540-560-1010	Regular Wages			7,000
	Cemeteries	001-6540-560-3115	Fuel, Oil, & Diesel			5,000
	Transfers & Subsidies	001-9003-500-9015	Parks Fund Subsidy			300,000
	Transfers & Subsidies	001-9003-500-9065	Flexible Spending Plan			15,000
	Transfers & Subsidies	001-9003-500-9805	TIF Tax Payment			300,000
	Total General Fund			$	-	1,002,000
130	Parks/Stormwater Sales Tax					
	Transfers	130-9003-530-9805	TIF Transfer	$		75,000
	Transfers	130-9003-560-9805	TIF Transfer			50,000
	Total Parks/Stormwater Sales Tax Fund			$	-	125,000
140	Transportation Sales Tax					
	Transfers	140-9003-530-9805	TIF Transfer	$		200,000
	Total Transportation Sales Tax Fund			$	-	200,000
145	Capital Improvement Sales Tax Fund					
	Transfers	145-9003-520-9805	TIF Transfer	$	-	100,000
	Total Capital Improvement Sales Tax Fund			$	-	100,000
320	Library/Theater Project					
	Library/Theater Project	320-1890-500-7030	Fees & Permits	$	-	10,000
	Total Library/Theater Fund			$	-	10,000
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-1010	Regular Wages	$		7,500
	Billing & Collection	415-2002-540-7120	Bad Debt Expense			81,000
	Sewer Treatment	415-4541-540-3005	Electric Charges			85,000
	Sewer Treatment	415-4541-540-5050	Lab Services			38,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			50,000
	Sewer Treatment	415-4541-540-9699	Engineering Fee Transfer			10,000
	Total Sanitary Sewer Fund			$	-	271,500
	Grand Total			$	-	1,708,500

City of Joplin City Council Agenda Item

Requested Council Meeting Date: February 18, 2014

ITEM: Council Bill No. 2014-604. This Council Bill authorizes the purchase of a Wayfinding Signage System to upgrade the Joplin Wayfinder System and install a Historic Route 66 Auto-Tour System.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Bid Tab; Council Bill No. 2014-604

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE: 2/7/14
INTERIM CITY MANAGER:	Sam Anselm	DATE: 2/7/14
CITY ATTORNEY:	Brian W. Head	DATE: 2-7-14
FINANCE DEPARTMENT:	Leslie Haase	DATE: 2-7-14

INTRODUCTION:
This Council Bill authorizes the purchase of a Wayfinding Signage System that was not included in the 2014 budget. This bill also amends the annual budget for this purchase.

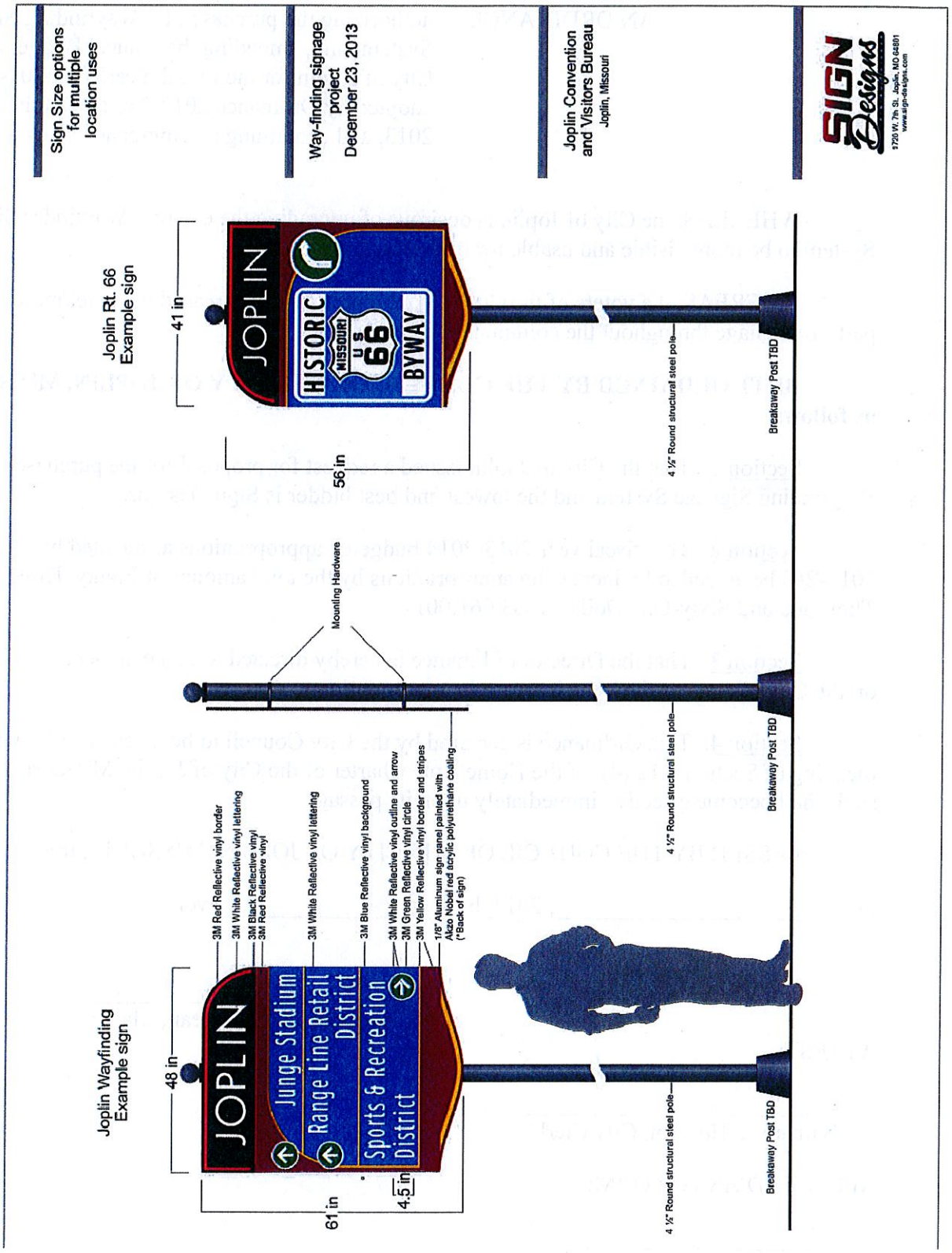
SUMMARY:
The Joplin Convention & Visitors Bureau is advancing a program to upgrade Joplin's existing Wayfinder System with signage that is more appealing to travelers and in compliance with Missouri Department of Transportation (MO-DOT) regulations. A request for proposals was let on December 6, 2013 with a due date of December 23, 2013. The City received two bids for this project. The lowest and best bidder is Sign Designs.

Signs, hardware and installation are estimated to total Fifty-Two Thousand Nine Hundred and Eighty-Three Dollars ($52,983.00). This program also includes the installation of a Historic Route 66 Auto-Tour System which will guide Route 66 travelers along Joplin's original Route 66 corridor. Signs, hardware and installation are estimated to total Thirty Thousand Seventy-Eight Dollars ($30,078.00). Therefore, the total cost of the Wayfinding Signage System is Eighty-Three Thousand and Sixty-One Dollars ($83,061.00).

The JCVB Advisory Board has approved both projects and related expenditures.

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

(Continuation of Green Sheet for Council Bill No. 2014-604. This Council Bill authorizes the purchase of a Wayfinding Signage System that was not included in the 2014 budget.



COUNCIL BILL NO. 2014-604 **ORDINANCE NO.**

AN ORDINANCE authorizing the purchase of a Wayfinding Signage System; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

WHEREAS, the City of Joplin is desirous of upgrading the existing Wayfinder Signage System to be more visible and usable for travelers, and

WHEREAS, the voters of the City of Joplin previously increased the hotel/motel tax, in part, for signage throughout the community.

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

Section 1. That the City of Joplin issued a request for proposal for the purchase of a new Wayfinding Signage System and the lowest and best bidder is Sign Designs.

Section 2. That fiscal year 2013-2014 budgeted appropriations as adopted by Ordinance 2013-248 be amended by increasing appropriations by the total amount of Eighty-Three Thousand and Sixty-One Dollars ($83,061.00).

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

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

FIRST READING

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: February 18, 2014

ITEM: Council Bill No. 2014-008 amending Section 10-43 of the Alcoholic Beverages Code of the City.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-008

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 2-10-14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 2/10/14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 2-10-14
HEATH DIRECTOR:	Dan Pekarek	**DATE:** 2-10-14
POLICE CHIEF:	Lane Roberts	**DATE:** 2-11-14
PUBLIC WORKS:	Nick Heatherly	**DATE:** 2/11/14

INTRODUCTION:

This Council Bill amends Section 10-43 of the Alcoholic Beverages code of the City.

DISCUSSION:

Under our current process, the applicant for a liquor license either by the drink or package, must make an application including a request for background check and must have all inspections complete before receiving the city license. The approval by the City is required before the applicant can receive a license from the State. Although it has rarely happened, businesses are invariably frightened that they will be ready to open, but will be unable to sell alcoholic beverages at their opening. Many cities around the State have adopted a policy whereby a conditional letter of approval is granted. This letter then is used to obtain the state license. No business, however, would be allowed to begin selling alcoholic beverages until such time as all inspections are complete and the final City License is issued.

RECOMMENDATION:

Staff recommends this Council Bill be approved.

BWH:ab
attachments

COUNCIL BILL NO. 2014-008 ORDINANCE NO. _____

AN ORDINANCE amending Sec. 10-43. Review of application. of Article II., Licenses of Chapter 10 Alcoholic Beverages of the Charter of the City of Joplin, Missouri to allow an applicant to more effectively coordinate with the licensing process of the state of Missouri.

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

Section 1. That Section 10-43. Review of application., of the Joplin City Code, be amended to read as follows:

"Sec. 10-43. Review of application.

The city attorney, after receipt of an application for a license required by this article, shall thereupon examine such application, and determine that such application is true and that it is not defective, illegal or fraudulent and that the applicant is not disqualified to hold such license, and that the proposed place of business is not illegally located, and that fraud or collusion has not been and is not being used to obtain such license. **The city attorney may issue a conditional letter of approval prior to the final inspection of the premises if he determines that the applicant is otherwise qualified to hold such a license and the proposed business is legally located. No License shall issue until all final inspections are approved and all other requirements are met**. The chief of police, the city planner and the city engineer shall provide such information to the city attorney as requested by him to assist the city attorney in determining if the applicant and the application are proper for the issuance of license.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
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 18, 2014

Item: COUNCIL BILL NO. 2014-110
Originating Department: PUBLIC WORKS - MAPS

Attachments: 1) Copy of Reimbursement Agreement (MAPS service to Duenweg)
2) Copy of Ordinance

Department Head: Nick Heatherly — Date: 2/10/14
Finance Department: Leslie Haase — Date: 2-10-14
City Attorney: Brian Head — Date: 2-11/14
Interim City Manager: Sam Anselm — Date: 2/10/14

Recommended Action: Authorization of execution of reimbursement agreement between the City of Joplin and the City of Duenweg for the Metro Area PublicTransit System (MAPS) to provide transit service to the residents of Duenweg.

Background: The City of Joplin has operated the Metro Area PublicTransit System (MAPS) and provided curb-to-curb public transit to residents of the MPO area since 1998. The main concentrations of riders reside within the cities of Joplin, Carl Junction, Carterville, Webb City, and Duquesne. In an effort to assist the City of Joplin with funding the 50% match requirement for operating expenses, these MAPS participating cities pay a per ride reimbursement to the City of Joplin for each of their resident's MAPS rides. MAPS provided 140,609 total rides in FY2012-2013 and 5.7% of those rides were for residents living in our participating cities.

Discussion: In the summer of 2013, the City of Duenweg asked to be included within the MAPS service area. City staff performed an operating cost analysis and determined the actual per ride cost paid by the City of Joplin is $3.00. Duenweg agreed to pay a per ride reimbursement to the City of Joplin according to the following price schedule:

November 1, 2013-October 31, 2014: $1.50
November 1, 2014-October 31, 2015: $2.00
November 1, 2015-October 31, 2016: $2.50
November 1, 2016-October 31, 2017: $3.00

Recommendation: Staff recommends authorizing the Interim City Manager to enter into an agreement with the City of Duenweg for reimbursement form City of Duenweg, Missouri to the City of Joplin for the City providing bus rides and transportation to City of Duenweg, Missouri residents.

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of December 2013, by and between the City of Joplin Missouri, a municipal corporation (the "City") and the City of Duenweg Missouri, (""), through their duly authorized representatives, for reimbursement from City of Duenweg Missouri to City for the City providing bus rides and transportation to City of Duenweg Missouri residents.

WITNESSETH:

WHEREAS, the City of Joplin operates the MAPS bus system that provides transportation to its residents in accordance with City of Joplin policies and procedures; and

WHEREAS, Recipient desires to contract with the City in order for the City to provide Recipient's residents with said transportation pursuant to the City's policies and procedures.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, the City and Recipient hereby mutually agree as follows:

1. **TERM.** The term of this Agreement shall be for a period beginning on the date this Agreement is fully executed by the parties and shall be for a period of one (1) year. The Agreement will automatically be renewed for successive one (1) year terms, unless either party gives written notice to the other sixty (60) days before the expiration of the Agreement that is in effect at the time.

2. **SERVICE PROVIDED BY CITY.** The City will provide transportation to Recipient's residents on City's MAPS bus and transit system. The City has published policies and procedures as well as prices for the transportation costs to be paid by each rider. The City expects and requires that all riders follow the City's policies and rules when riding the MAPS bus and utilizing the MAPS system. The rider shall pay the City for the transportation pursuant to the City's published fare schedule.

3. **REIMSURSEMENT COST**. Recipient agrees that the City has various expenses in operating the MAPS bus system and desires to reimburse the City for providing this service to Recipient's residents. In consideration for the City providing this service, Recipient shall reimburse the City for each one-way ride given to Recipient's residents/riders according to the following price schedule:

a.	Beginning November 1, 2013 through October 31, 2014:	$1.50
b.	Beginning November 1, 2014 through October 31, 2015:	$2.00
c.	Beginning November 1, 2015 through October 31, 2016:	$2.50
d.	Beginning November 1, 2016 through October 31, 2017:	$3.00

The City shall submit an invoice for all costs related to the response to Recipient that shall be paid within thirty (30) days of receipt.

4. **TERMINATION.** Either party may at any time terminate this Agreement by giving sixty (60) days written notice.

5. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri. Any and all legal action necessary to enforce the Agreement will be held in Jasper County, Missouri, or in U.S. District Court for the Western District of Missouri, and the Agreement will be interpreted according to the laws of Missouri.

6. **HEADINGS.** The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

7. **ENTIRE AGREEMENT**. This Agreement (including any Attachments) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

8. **WAIVER OR BREACH**. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement.

9. **SEVERABILITY**. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of Joplin, Missouri, a Municipal Corporation

By: _____
Samuel L. Anselm, Interim City Manager

ATTEST:

By: _____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

By: _____
Brian W. Head, City Attorney

City of Duenweg, Missouri, a Municipal Corporation

By: Russell Olds
Russell Olds, Mayor

ATTEST:

By: Shirley J Lewis
Shirley J Lewis, City Clerk

COUNCIL BILL NO. 2014-110 ORDINANCE NO.

AN ORDINANCE approving the contract between the City of Joplin, Missouri and the City of Duenweg, Missouri, through their duly authorized representatives, for reimbursement from City of Duenweg, Missouri to City of Joplin, Missouri for Metro Area PublicTransit System (MAPS) providing bus rides and transportation to City of Duenweg, Missouri residents.

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

Section 1. That the Interim City Manager is hereby authorized to enter into a contract on behalf of the City of Joplin with the City of Duenweg.

Section 2. That the Reimbursement Agreement is attached hereto.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney