INFORMAL AGENDA

February 3, 2014

5:15 p.m.

1. Approve members for CIST committee
2. Appointments/Reappointments to Boards/Commissions
3. Discussion of benchmark cities
4. Way-Finder signage project – presented by Patrick Tuttle, CVB Director
5. Any other business

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

February 3, 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**

7. **Public Hearings**

Public Hearing Procedures

1. 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. (Requested by Charles Kuehn. P & Z Recommended Approval)

2. 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.(Requested by USA Metal Recycling. P & Z Recommended Approval for a six-month Special Use Permit)

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

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

3. COUNCIL BILL NO. 2014-251 - 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. (Requested by Missouri-American Water Company. P&Z Recommended Striking from their agenda)

8. Consent Agenda

1. Minutes of the January 21, 2014 council meeting.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-104- 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.

2. COUNCIL BILL NO. 2014-107- 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.

3. COUNCIL BILL NO. 2014-603- AN ORDINANCE amending the Classification an Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions, and containing an emergency clause.

11. Ordinances – First Reading

1. 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.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

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

INFORMAL NOTES

January 21, 2014

TIF Northpark Crossing Project Update-Jeff Ungerer	Jeff Ungerer briefed Council with the Northpark project TIF update.
Appointments/Reappointments To Boards & Commissions	**Reappointments:** Building Board of Appeals: Mark Eastman Historic Preservation: Sandra Pommert JSA: Jennifer Lallemand and Jim West Personnel: Melissa Rodgers. **Appointments:** Parks and Recreations: Charles Brown; ADA: Mary Ellen Greer Capital Improvements: James Richards and Dwayne Patton CVB: Mike Wilson JRC: Phil Stinnett Solid Waste: Alicia Rodriguez and Keith Smith Tax Increment Finance: Ron Gatz Traffic Commission: Eric Wood and Michael Mayer
Any other business	
Appointments to the Capital Improvement Safety Task Committee	Council Members are to bring their names to the next informal to be named to the CIST committee. Some Members reported to the City Manager who they would like to have serve on this committee.

PUBLIC HEARINGS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 3, 2014

Item: COUNCIL BILL NO. 2014-250
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly Date: 1/24/2014
City Attorney: Brian Head Date: 1-28-14
City Manager: R. Mark Rohr Date: 1-28-14
Board or Commission: Planning and Zoning Commission Date: 1/13/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 001-14: 2318 East 20th Street – A request to rezone from District R-1 (Single-Family) to District C-1 PD (Neighborhood Commercial – Planned Development) for proposed commercial development – Charles Kuehn.

STAFF SUMMARY:
The proposed rezoning is for the development of a 2,500 square foot commercial office building.

Access Management: The site will have one point of access from 20th Street. Future cross access is shown on both the east and west property lines. The site has also reserved land along 20th Street for future infrastructure improvements, including enough space for a proposed bike/pedestrian trail. Direct pedestrian connections from 20th Street to the building entrance have also been provided.

Parking: A total of 17 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 2,500 square foot building. The exterior of the building will primarily be brick, with LP SmartSide wood siding. Staff has reviewed the design guidelines and believes that wood siding when complemented with a significant amount of masonry and a 360 degree design does meet the higher design standards along the 20th Street corridor. The building will maintain a residential appearance to complement residential to the south and west.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl privacy fence with landscaping will be installed along the south and west property lines to screen the commercial property from adjacent residential properties.

Staff recommends approval of Case 001-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn appeared representing Steve and Diana Heckmaster to rezone the property in this request to District C-1-PD for a single-tenant insurance agency. The type of construction will be wood and will have a residential look similar to Kevin Locke's development on 20th Street west of Connecticut Avenue.

Mr. Eastman noticed the request to rezone to District C-3 as stated on the original application and asked Mr. Kuehn about his plans to rezone to District C-1-PD. Mr. Kuehn replied that due to the recommendation from the City staff, he thought that would be the best way to rezone the property.

Mr. Kuehn is not showing a fence or any sideline to the east of his property but has received an affidavit from the property owner to the west stating that he will be rezoning that property commercial as well.

Mr. Bolander stated that the adjacent owner had indicated that he would like to rezone his property to commercial, so the staff saw no use in installing a fence at their cost and having to remove the fence in the future. The staff has received an affidavit from that adjacent property owner.

Mr. Kuehn will make accommodations to blend the two commercial parking lots together for cross-access.

Mr. Eastman asked if this is the property owner to the east or the west, and Mr. Kuehn replied to the east of the property in this request.

PUBLIC COMMENT:
None.

RECEIVED 12-9-13

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 001-14
Filing Fee: $350.00
Date Advertised: 12-29-13
Date Notices Sent:
P&Z Date: 1-13-14
City Council Date: 2-3-14

APPLICANT: Charles Kuehn PHONE: 825-3907
ADDRESS: 620 McConnell ZIP: 64801
EMAIL: CKuehn@FourStateHomes.com
OWNER: Steve + Diana Heckmaster PHONE: 417 623-2047 (417 540-6895 cell)
ADDRESS: 2607 Wisconsin Ave Joplin Mo 64804 ZIP: 64804
EMAIL: sheckmaster@hotmail.com.
LOCATION OF PROPERTY: South Side of 20th East of S. Maryland Ave.
LEGAL DESCRIPTION: Joplin Misc Beg 150' W NE Corner Lot 89 th west 194' S. 180' E 90' S 70' E 54' N to Beg Ex N 40' For St

Present Zoning R-1 Requested Zoning: C3 PD Acreage: .55
Present Use of Property: Vacant
Proposed Use of Property: Retail + Office

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	C-1
South	Vacant	R-1
East	Vacant	R-1
West	Vacant	R-1

CHARACTER OF THE NEIGHBORHOOD: Apartments + Retail

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? NO
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   X Site Plan X Landscape Plan X Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th St,
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 75'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
N/A

SIGNATURE: Charles F Kuehn III DATE: 11-19-13

BY: Charles F. Kuehn III

TITLE: Managing Member

Z&P Meeting: January 13, 2014
City Council Meeting: February 3, 2014

STAFF PLANNING REPORT
Rezoning

CASE 001-14:

A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for property located at 2318 E. 20th Street for future planned commercial development.

APPLICANT: Charles Kuehn

LOCATION: 2318 E. 20th Street

REQUESTED ZONING: C-1 PD (Neighborhood Commercial – Planned Development)

CORRIDOR: 20th Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Vacant (Former Single-Family)	145' x 145'-200' / .55 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1 & C-1 PD	R-1	R-2 & R-2 PD	R-1 & R-2
Land Use	Vacant (Former Single-Family)	Vacant (Former Single-Family)	Vacant (Former Two-Family)	Vacant (Former Single-Family & Two-Family)

FUTURE LAND USE:

This site is located along the 20th Street corridor and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Minor Arterial	85'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of a 2,500 square foot commercial office building.

Access Management: The site will have one point of access from 20th Street. Future cross access is shown on both the east and west property lines. The site has also reserved land along 20th Street for future infrastructure improvements, including enough space for a proposed bike/pedestrian trail. Direct pedestrian connections from 20th Street to the building entrance have also been provided.

Parking: A total of 17 parking spaces have been provided, including 2 ADA spaces.

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the building will primarily be brick, with LP SmartSide wood siding. Staff has reviewed the design guidelines and believes that wood siding when complemented with a significant amount of masonry and a 360 degree design does meet the higher design standards along the 20th Street corridor. The building will maintain a residential appearance to complement residential to the south and west.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl privacy fence with landscaping will be installed along the south and west property lines to screen the commercial property from adjacent residential properties.

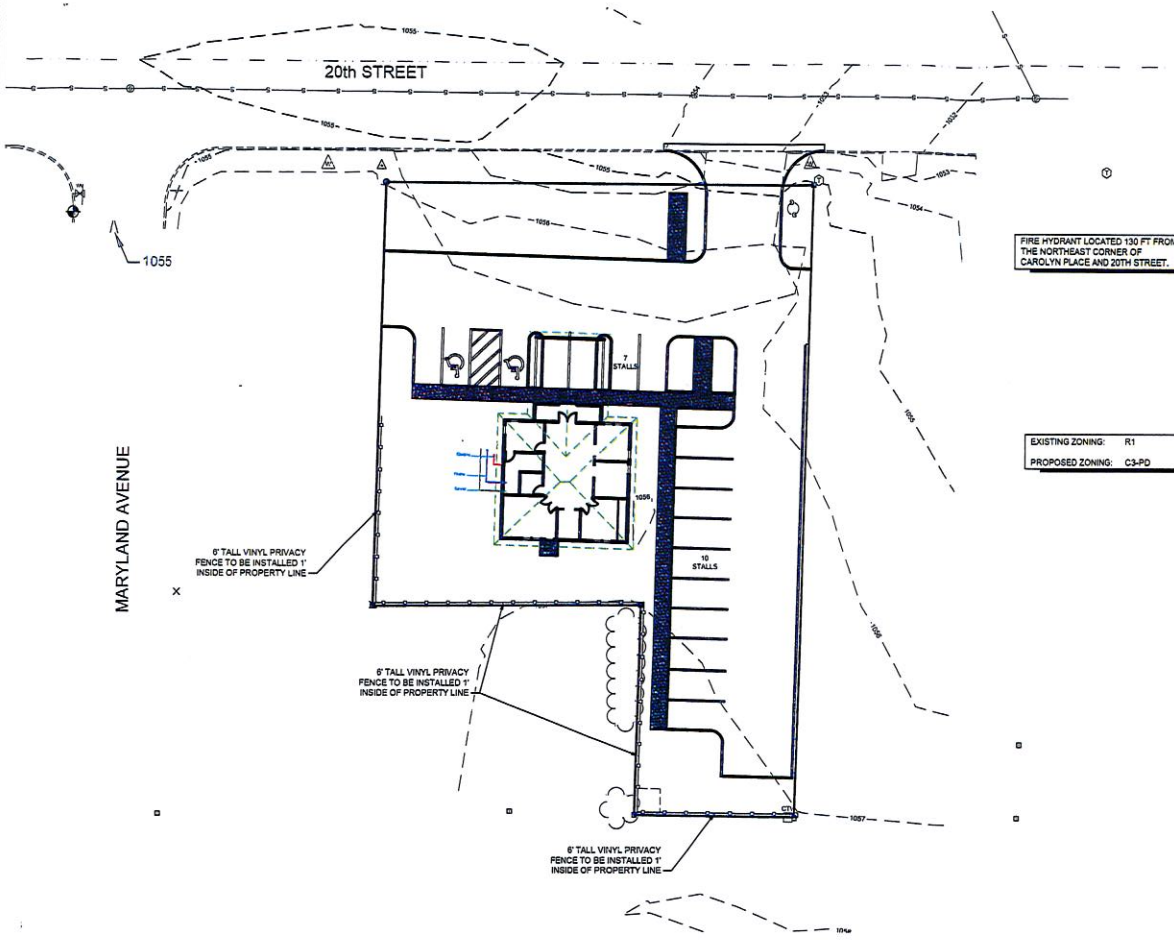
Staff recommends approval of Case 001-14.

ENCLOSURES:

Site plan

Landscape plan

Building elevations





LEGEND

- BENCHMARK OR T.B.M.
- FOUND IRON PIN
- SET IRON PIN
- TRAVERSE NAIL OR CONTROL POINT
- GAS METER
- GAS VALVE
- GAS REGULATOR
- NATURAL GAS LINE
- ELECTRIC METER
- ELECTRICAL PULLBOX
- LIGHT POLE
- POWER POLE
- POWER POLE W/ TRANSFORMER
- GUY WIRE ANCHOR
- GUY POLE
- OHE — OVERHEAD ELECTRIC LINE(S)
- UGE — UNDERGROUND ELECTRIC LINE(S)
- TELEPHONE PEDESTAL
- UGT — UNDERGROUND TELEPHONE LINE(S)
- SANITARY SEWER MANHOLE
- SANITARY SEWER
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER MAIN
- FENCE OR GUARD POST
- BARB OR WOVEN WIRE FENCE
- CHAINLINK FENCE
- WOODEN OR STOCKADE FENCE
- SMALL SIGN OR TRAFFIC SIGN
- OR — LARGE SIGN OR BILLBOARD
- STREET SIGN
- MAILBOX
- DECIDUOUS TREE
- TREE OR BRUSH LINE

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000039, EXPIRATION DATE DEC. 31, 2014

PROJECT: PRELIMINARY SITE PLAN
BAILEY INSURANCE OFFICE

CUSTOMER: FOUR STATES HOMES
JOPLIN, JASPER, MISSOURI

NO	DATE	INIT.	REVISIONS

PRELIMINARY
NOT FOR CONSTRUCTION
01/03/14
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.

GERALD F. NORTON, JR.
CIVIL ENG E-25158

Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
405 W. First St., Ste. 300 - Claremore, OK 74017
Mailing Address
P.O. Box 1867
Joplin, Missouri 64802
Phone (417) 781-4714 Fax (417) 781-4714
TOLL FREE 1-866-781-4043
www.tristate-engineering.com

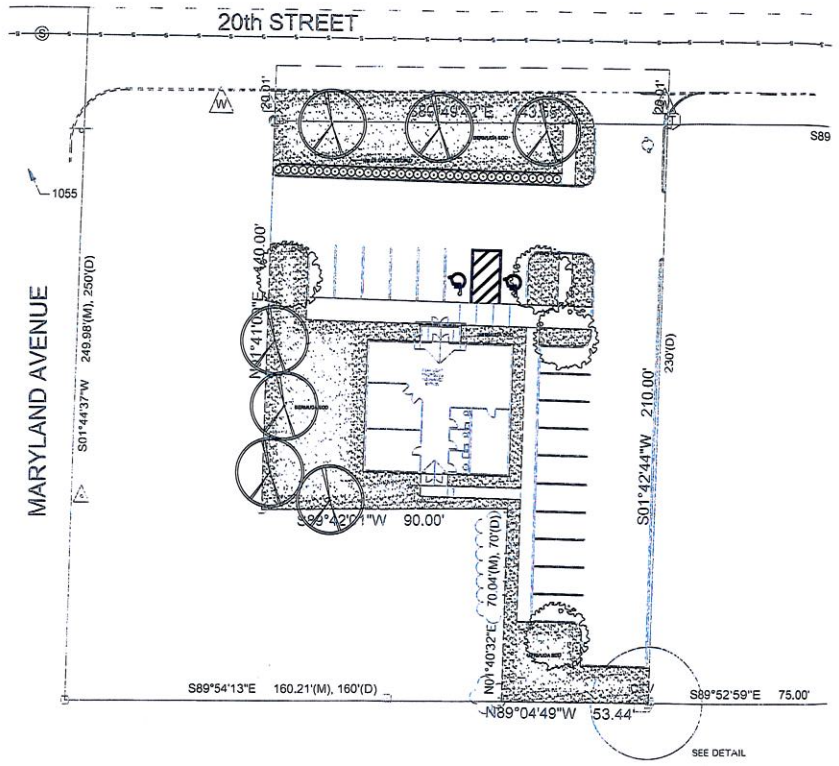
Copyright, 2013, Tri-State Engineering, Inc.

TSE TRI-STATE ENGINEERING

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DATE	12/04/13
DRAWN BY	JJH
CHKD. BY	

SHEET NO. 3

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LANDSCAPE PLAN NOTES:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.

2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.

3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.

4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. PRIOR TO COMMENCING WITH ANY WORK, CONTACT 1-800-344-7483.

5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN AND THE OWNER'S REPRESENTATIVE.

6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.

7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN.

8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.

9. THE CONTRACTOR SHALL SPOIL ANY EXCESS TOPSOIL LOCATED ON THE SITE THAT IS NOT REQUIRED TO PERFORM LANDSCAPE OPERATIONS. IF SUFFICIENT TOPSOIL IS NOT PRESENT ON SITE, THE CONTRACTOR SHALL IMPORT TOPSOIL TO THE SITE IN ORDER TO COMPLETE THE LANDSCAPE OPERATIONS. THE CONTRACTOR SHALL PERFORM A SOIL TEST ON THE EXISTING AND IMPORTED TOPSOIL AND APPLY LIME AND FERTILIZER AS RECOMMENDED BY THE TESTING AGENCY

10. IN ALL PLANTING BEDS, SOD SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH SIX INCHES OF TOPSOIL AND A MINIMUM OF SIX INCHES OF COMPOST TILLED INTO THE BEDS.

11. IRRIGATION TO BE DESIGNED AND INSTALLED ON SITE WITH HUNTER PGP ROTARY HEADS, HUNTER "S" TYPE SPRAY HEADS, HUNTER ICC 40 STATION CONTROLLER, RAIN AND FREEZE SENSORS, RAINBIRD PROFESSIONAL SERIES VALVES

12. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.

13. CONTRACTOR SHALL PROVIDE A THREE YEAR WARRANTY ON THE IRRIGATION SYSTEMS PARTS AND LABOR.

SEEDING AND SODDING NOTE:

ALL DISTURBED AREAS UNDER A 10% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4". FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 3-4 POUNDS PER 1000 SQUARE FEET AND WITH TURF-TYPE FESCUE AT A RATE OF 8 POUNDS PER 1000 SQUARE FEET, OR SODDED IF THE AREA IS DESIGNATED FOR SOD. THE AREA MUST ALSO BE MULCHED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE GRASS UNTIL A HEALTHY PERMANENT STAND IS ESTABLISHED

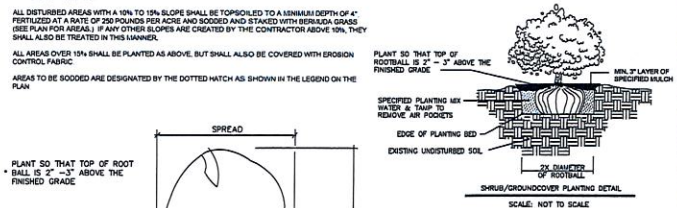
ALL DISTURBED AREAS WITH A 10% TO 15% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4" FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SODDED AND STAKED WITH BERMUDA GRASS (SEE PLAN FOR AREAS.) IF ANY OTHER SLOPES ARE CREATED BY THE CONTRACTOR ABOVE 10%, THEY SHALL ALSO BE TREATED IN THIS MANNER.

ALL AREAS OVER 15% SHALL BE PLANTED AS ABOVE, BUT SHALL ALSO BE COVERED WITH EROSION CONTROL FABRIC

AREAS TO BE SODDED ARE DESIGNATED BY THE DOTTED HATCH AS SHOWN IN THE LEGEND ON THE PLAN

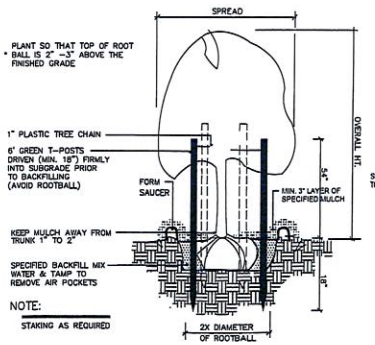
PLANT SCHEDULE

NO.	SYM.	COMMON NAME / Botanical Name	SIZE/SPACING/ REMARKS
1,000 S.Y.		BERMUDA SOD	
35		WINTER GEM BOXWOOD Buxus microphylla japonica 'Winter Gem'	5 GALLON 2' O.C.
4		SKYLINE HONEYLOCUST Gleditsia triacanthos var. inermis 'Skyline'	2" CAL. / B&B AS SHOWN
7		OCTOBER GLORY MAPLE Acer rubrum 'October Glory'	2" CAL. / B&B AS SHOWN



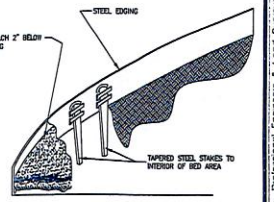
SHRUB/GROUNDCOVER PLANTING DETAIL

SCALE: NOT TO SCALE



TREE PLANTING AND STAKING DETAIL

SCALE: NOT TO SCALE



LANDSCAPE EDGING DETAIL

SCALE: NOT TO SCALE

CALL BEFORE YOU DIG

48 WORKING HOURS BEFORE DIGGING IN MISSOURI

CALL 1-800-DIG-RITE

0 20' 40'

SCALE 1" = 20 FEET

Gray Rock

GRAY ROCK, LLC.
Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, Arkansas 72758
www.grayrockconsulting.com
479.966.4413 office
800.887.7685 fax

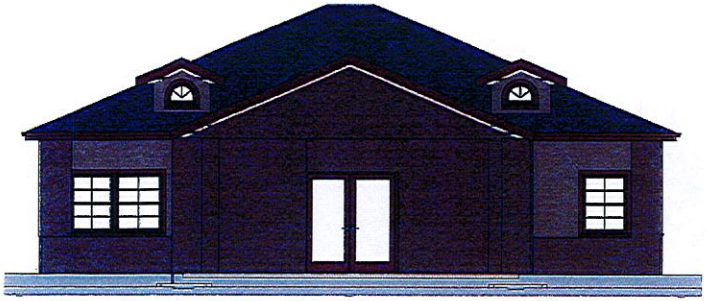
LANDSCAPE PLAN
BAILEY INSURANCE OFFICE
FOUR STATES HOMES
JOPLIN, JASPER, MISSOURI

PROJECT

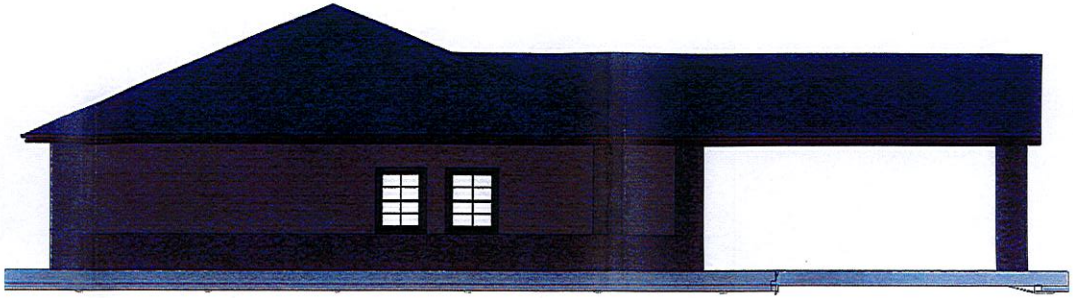
NO	DATE	INIT	REVISIONS

Professional Engineers & Land Surveyors
THE STATE ENGINEERING

JOB NO	13175
DATE	12-11-2013
DRAWN BY	MDT
CHKD BY	
SHEET NO	L1



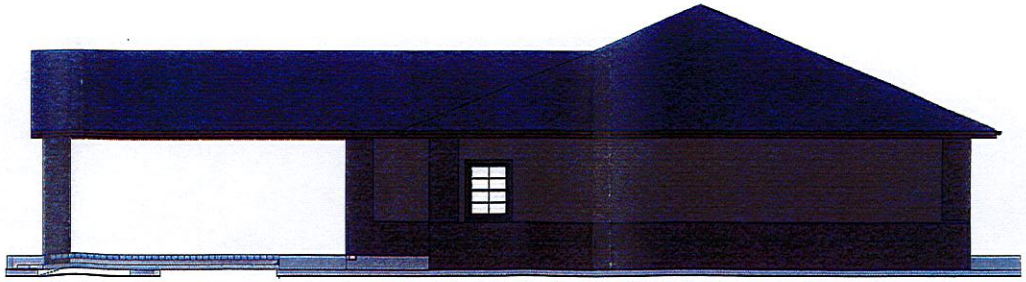
Front Elevation



East Elevation



Rear Elevation



West Elevation

Bailey Insurance Office Building Elevations
2318 E. 20th Street, Joplin, MO



Case 001-14: A request to rezone from District R-1 (Single-Family) to District C-1 PD (Neighborhood Commercial - Planned Development) for future planned commercial development at 2318 E. 20th Street. - Charles Kuehn

N

Case 001-14: 2318 East 20th Street – A request to rezone from District R-1 (Single-Family) to District C-1 PD (Neighborhood Commercial – Planned Development) for proposed commercial development – Charles Kuehn.

Mr. Harrington opened the public hearing for Case 001-14.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared representing Steve and Diana Heckmaster to rezone the property in this request to District C-1-PD for a single-tenant insurance agency. The type of construction will be wood and will have a residential look similar to Kevin Locke's development on 20th Street west of Connecticut Avenue.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman noticed the request to rezone to District C-3 as stated on the original application and asked Mr. Kuehn about his plans to rezone to District C-1-PD. Mr. Kuehn replied that due to the recommendation from the City staff, he thought that would be the best way to rezone the property.

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Mr. Kuehn will make accommodations to blend the two commercial parking lots together for cross-access.

Mr. Eastman asked if this is the property owner to the east or the west, and Mr. Kuehn replied to the east of the property in this request.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 001-14.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 001-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 001-14
Charles Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-250 **ORDINANCE NO.**

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.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District C-1-PD:

All of the North 230 feet of Miscellaneous Tract Numbered Nine (9) in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, except the East 150 feet, and except a Tract beginning at a point 415.62 feet East of the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri thence South 250 feet, thence East 160 feet, thence North 70 feet, thence West 90 feet, thence North 160 feet, thence West to the point of beginning,

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

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

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 3, 2014

Item: RESOLUTION NO. 2014-004
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly Date: 1/24/2014
City Attorney: Brian Head Date: 1-28-14
City Manager: R. Mark Rohr Date: 1-28-14
Board or Commission: Planning and Zoning Commission Date: 1/13/2014

Recommended Action: Planning and Zoning Commission recommended approval for a six-month Special Use Permit by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 002-14: 2000 West Seventh Street – A request for a Special Use Permit (Second Renewal) for the continued operation of a solid waste collection and processing facility for recycled materials – USA Metal Recycling.

STAFF SUMMARY:
The applicant is requesting to renew a Special Use Permit for a solid waste collection and processing facility for recycled materials. The first Special Use Permit was issued in July, 2012 and was renewed in July, 2013. The City Council voted for a 6 month renewal to allow the applicant enough time to make requested improvements, including paving gravel to minimize dust.

The applicant has started the paving process, but it has not been completed as of January 7, 2014. Based on email correspondence with the applicant throughout the renewal period, concrete pouring began in early September 2013. The priority area for them was the rear of the property that abuts the residential properties to the south and west. The applicant stated that they started off later than he had anticipated because of delays with the site plan being completed by the engineering firm.

Paving has been completed on the portion of the property that created the highest amounts of dust. Stored materials will have to be shuffled around to complete the remainder of the paving and install stormwater improvements and detention areas. The applicant estimates, weather permitting, that the remaining portion of the property where materials are stored will be paved by the end of January, 2014. After the paving is complete they can move the stored materials and trucks onto the paved areas, which should minimize dust. The applicant will continue to work on

stormwater improvements and detention through winter and should be finished by the end of spring.

Once all paving and stormwater is complete, the applicant will begin the final phase of the development which includes refinishing an existing building along Seventh Street to be the small materials drive-thru drop off site. The remaining buildings on Seventh Street will be demolished and the parking and drives will be paved. An additional building will be constructed on the west side of the site that will be used for recycling of electronic materials.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to USA Metal Recycling for the use of a solid waste collection and processing facility only.
2. The permit shall be valid for (6) months renewable in August, 2014.
3. Storage bins or trailers will be allowed to be stored on-site as an ancillary use, provided they are durable, covered, and meet the building setbacks for the zoning district.
4. Bins shall be screened.
5. An 8 foot tall privacy fence shall be erected and maintained along the property line adjacent to residentially zoned district.
6. Business hours to accept materials shall be Monday through Saturday, 8:00 a.m. until 5:00 p.m.
7. The operator shall provide contact information to adjacent property owners in order for residents to notify the operators of concerns.
8. Off-street parking shall be required.
9. All roads, driveways, parking lots, and loading/unloading areas shall be paved with an approved concrete, asphalt, or double seal coat surface.
10. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Tom Smith appeared representing USA Metal Recycling to request the renewal of their Special Use Permit. They have informed the City staff regarding their construction progress. They have had some issues with their contractor but anticipate their dust control to be in place by the end of January. Over 50,000 square feet of concrete has been laid at this point, along with the foundation for their second scale.

Mr. Duncan asked Mr. Smith if 80 percent of the concrete has been laid as shown in the planning report, and if this figure is accurate. Mr. Smith replied that this figure is close.

Mr. Duncan asked Mr. Smith about their issues with their contractor, and he replied that the contractor did not begin the work when they were supposed to begin. He stated that it took some time to find a new representative to communicate with USA Metal Recycling and the City staff. He also anticipates some weather delays.

Mr. Duncan asked if the contractor is working now, and Mr. Smith replied that they are working at this point. They have been working every day when weather conditions are favorable. They must close down one lane when they connect the concrete to the scale and then switch over to the other lane while the concrete cures.

Mr. Eastman asked about any recent complaints from the neighbors. Mr. Bolander hasn't received any complaints since the letters were mailed to the surrounding property owners for this meeting. If there are issues, the neighbors can contact USA Metal Recycling directly, and Mr. Bolander understood they have handled some situations directly with the neighbors.

Mr. Smith has had three communications with neighbors, and he occasionally sends letters to all the neighbors, with two inquiries about the fence and how things were progressing. The machine shop thanked them for the concrete, along with a call about one new employee who shouldn't have been working past 6:00 p.m. They immediately ceased the evening operation and communicated back with the neighbor.

Mr. Cortez asked Mr. Smith if the paving will significantly reduce their dust, and he replied that is correct. Mr. Cortez asked if the paving will completely eliminate the dust. Mr. Smith thought there may still be minimal dust on windy days, but there will be a world of difference from having a dirt parking lot. He thought it would be as good as any other parking lot in town.

Mr. Ramsour asked about a time period for the Special Use Permit, and Mr. Bolander recommends a six-month extension. He stated that Special Use Permits are typically issued for a year, but the staff is recommending six months to ensure that everything progresses as it should.

Mr. Duncan asked about any other outstanding issues besides the paving and concrete, and Mr. Bolander replied no. The applicant has met all the conditions of their Special Use Permit with the exception of paving the roads, driveways, parking lots, and loading/unloading areas.

PUBLIC COMMENT:
None.

SPECIAL USE PERMIT APPLICATION

RECEIVED 12-10-13

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 002-14
Filing Fee: $ 350.00
Date Advertised: 12-29-13
Date Notices Sent
Public Hearing Date: 1-13-14

APPLICANT: USA Metal Recycling PHONE: 479-751-3000

ADDRESS: PO Box 2175 Lowell ZIP: 72745

OWNER: Parcs LLC PHONE: 479-751-3000

ADDRESS: PO Box 2175 Lowell AR ZIP: 72745

LOCATION OF PROPERTY: 2000 W 7th Joplin MO

LEGAL DESCRIPTION: Attached

PRESENT ZONING CLASSIFICATION: ACREAGE: 7+or-

PRESENT USE OF PROPERTY: Scrap Metal Recycling

PROPOSED LAND USE ACTIVITY: Scrap Metal Recycling

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Industrial - Commercial	M-2
South	Industrial - Residential	M-2 & R-1
East	Industrial - Residential	M-2
West	Industrial - Commercial	M-2 & R-2

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	☐	☐
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	☐	☐
3. Is found to be generally compatible with the neighborhood in which it is proposed.	☐	☐
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	☐	☐
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	☐	☐
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	☐	☐

Should this special use be valid only for a specific time period? Yes ☐ No ☑

If Yes, what length of time? _____

SIGNATURE: Tom Smith DATE: 12-5-2013

BY: USA Metal Recycling Tom Smith TITLE: COO

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

See Attachment!

1. Hours of Operation. ~~Business Hours open 8:00AM - 5:00PM to public~~
2. Days of Operation. _____
3. Number of Off-street Parking Spaces. _____
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) _____
5. Number of Assistants or employees. 25
6. Nature of the Business. Metal Recycling
7. Location of the Business. 2000 W 7th St Joplin MO

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

1. Hours of operation:

Business hours are 8:00 AM – 5:00 PM

General Operation hours 7:30 AM – 6:00 PM

Maintenance Hours 24-7 with great respect to the neighbors in regards to noise and lights

2. Days of Operation:

Business open to the public are Monday – Saturday

General Operations are Monday – Saturday

Maintenance Hours 24-7 with great respect to the neighbors in regards to noise and lights

3. Number of off street parking spaces:

20

4. N/A
5. Number of employees:

12

6. Nature of Business:

Scrap Metal Recycling operation

7. Location of Business:

2000 West 7th Street Joplin MO

Attachment: Conditions

Does the proposed Special Use meet the following standards?

1. The strategic location for this facility allows plenty of off street parking and is convenient for the pubic to utilize. The layout of the operation will prevent customer lines from backing into the street.
2. The pubic and employees will not be put in harm's way. This site is operated with best management practices and is regulated not only by the City of Joplin but the Missouri Department of Natural Resources and the Environmental Protection Agency.
3. We have installed a privacy fence as a buffer between the residential area and this site.
4. This operation operates with great regard to both the city and our neighbors.
5. We have plenty of off street parking for the operation.
6. This has been provided to the city.

Z&P Meeting: January 13, 2014
City Council Meeting: February 3, 2014

STAFF PLANNING REPORT
Special Use Permit

CASE 002-14:

A request for a Special Use Permit (2nd Renewal) for the continued operation of a solid waste collection and processing facility for recycled materials at 2000 W. 7th Street.

APPLICANT: USA Metal Recycling

LOCATION: 2000 W. 7th Street

REQUESTED USE: Solid waste collection and processing facility

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
M-2 (Heavy Industrial)	Industrial	9.2 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	M-2	R-1	R-2
Land Use	Industrial	Industrial	Single-Family	Single-Family

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 7th Street	Major Arterial	60'
Willard Avenue	Local	60'

IS OFF STREET PARKING PROVIDED?

The applicant plans on paving the existing gravel parking area and will have approximately 25 parking spaces. This work has not been completed as of January 2014.

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

DISCUSSION:

The applicant is requesting to renew a Special Use Permit for a solid waste collection and processing facility for recycled materials. The first Special Use Permit was issued in July 2012 and was renewed in July 2013. The City Council voted for a 6 month renewal to allow the applicant enough time to make requested improvements, including paving gravel to minimize dust.

The applicant has started the paving process, but it has not been completed as of January 7, 2014. Based on email correspondence with the applicant throughout the renewal period, concrete pouring began in early September 2013. The priority area for them was the rear of the property that abuts the residential properties to the south and west. The applicant stated that they started off later than he had anticipated because of delays with the site plan being completed by the engineering firm.

Paving has been completed on the portion of the property that created the highest amounts of dust. Stored materials will have to be shuffled around to complete the remainder of the paving and install stormwater improvements and detention areas. The applicant estimates, weather permitting, that the remaining portion of the property where materials are stored will be paved by the end of January 2014. After the paving is complete they can move the stored materials and trucks onto the paved areas, which should minimize dust. The applicant will continue to work on stormwater improvements and detention through winter and should be finished by the end of spring.

Once all paving and stormwater is complete, the applicant will begin the final phase of the development which includes refinishing an existing building along 7th Street to be the small materials drive-thru drop off site. The remaining buildings on 7th Street will be demolished and the parking and drives will be paved. An additional building will be constructed on the west side of the site that will be used for recycling of electronic materials.

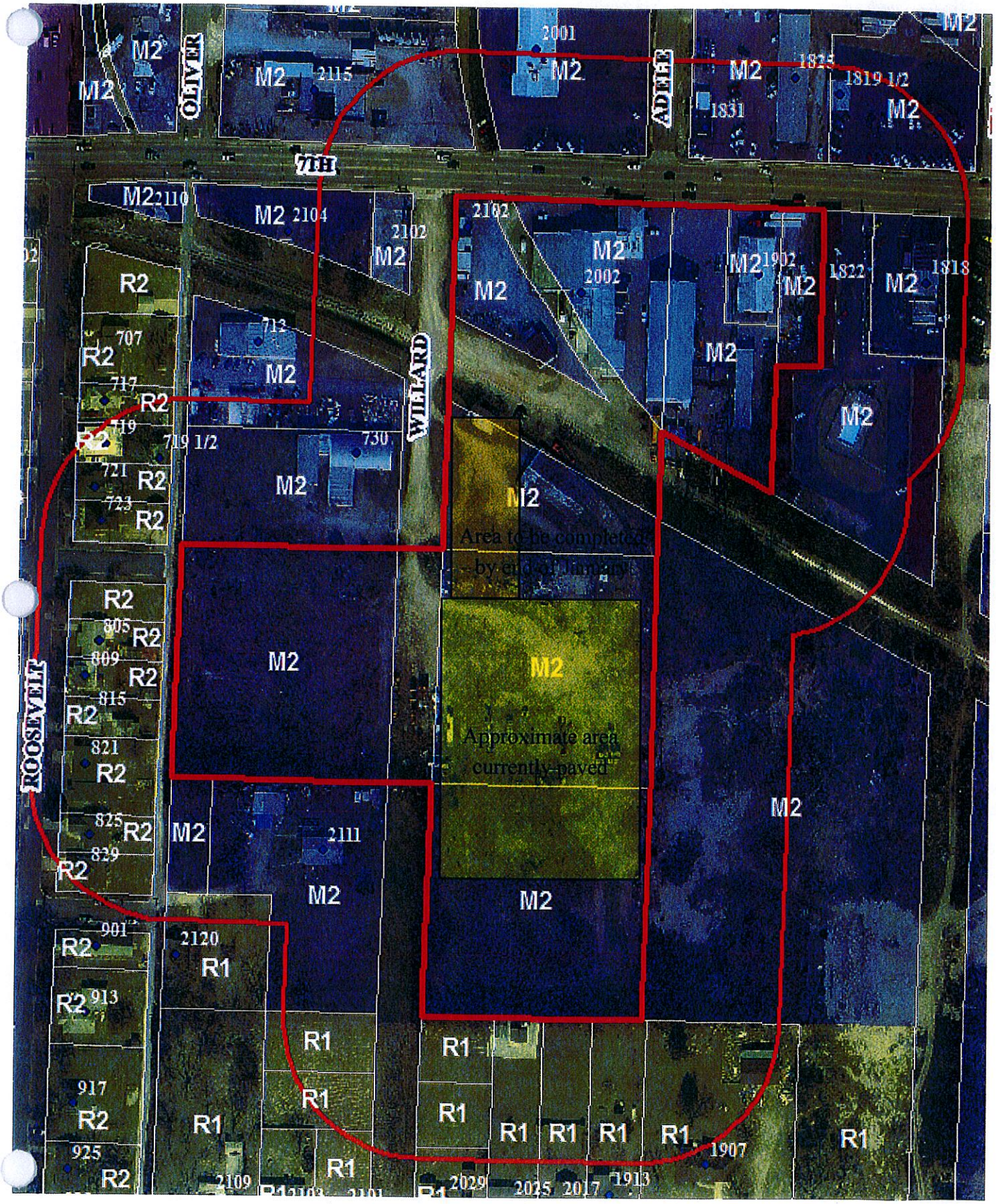
CONDITIONS FOR CONSIDERATION:

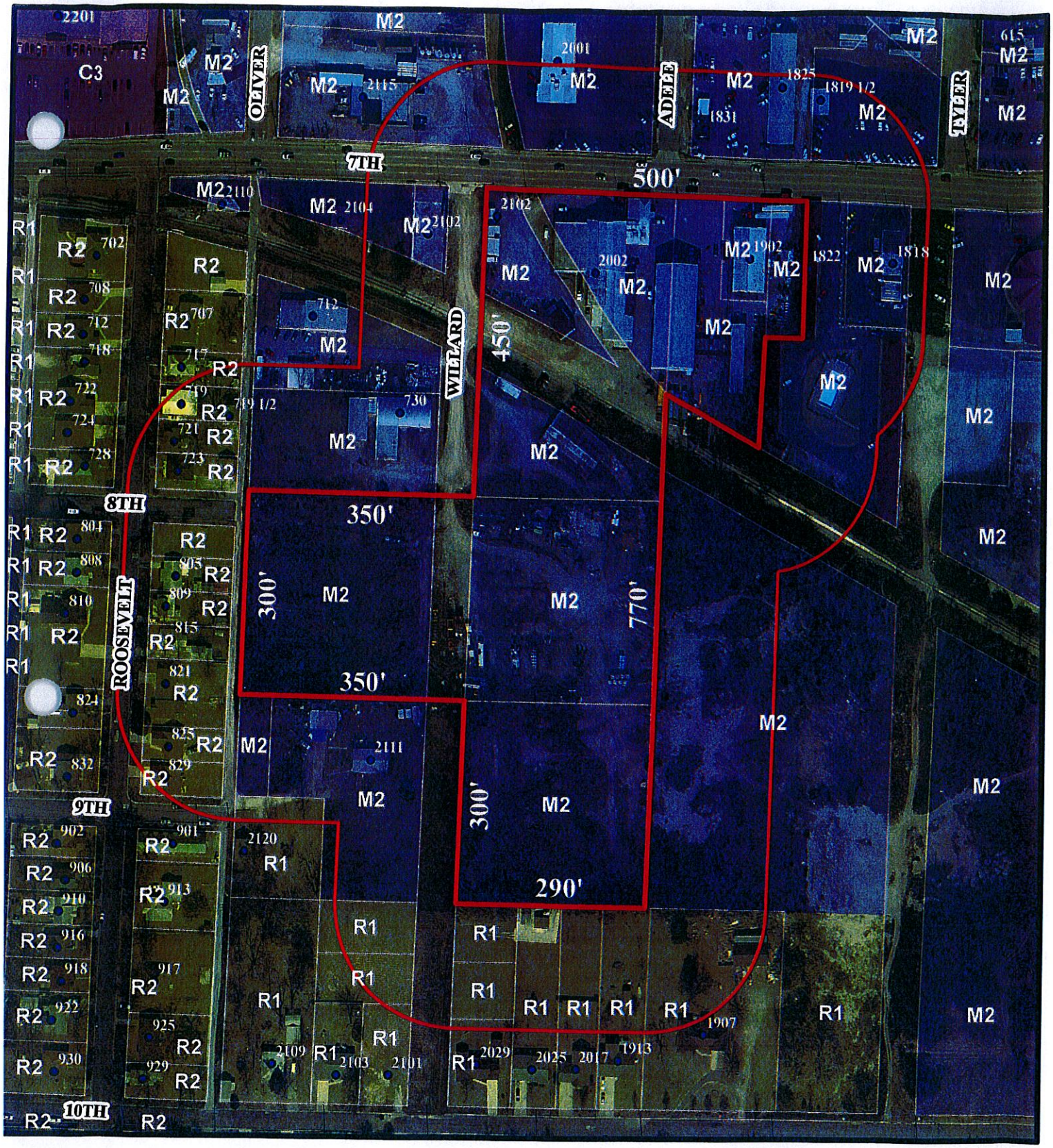
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2. The permit shall be valid for (6) months renewable in August 2014.
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4. Bins shall be screened.
5. An 8 foot tall privacy fence shall be erected and maintained along the property line adjacent to residentially zoned district.
6. Business hours to accept materials shall be Monday through Saturday, 8:00 a.m. until 5:00 p.m.
7. The operator shall provide contact information to adjacent property owners in order for residents to notify the operators of concerns.
8. Off-street parking shall be required.
9. All roads, driveways, parking lots, and loading/unloading areas shall be paved with an approved concrete, asphalt, or double seal coat surface.
10. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES:

None

USA Metal Recycling - Phase I





0 175 350 700 1,050 1,400 Feet

Case 002-14: A request for a Special Use Permit (2nd Renewal) for the continued operation of a solid waste collection and processing facility for recycled materials at 2000 W. 7th Street. - USA Metal Recycling

N

Case 002-14: 2000 West Seventh Street – A request for a Special Use Permit (Second Renewal) for the continued operation of a solid waste collection and processing facility for recycled materials – USA Metal Recycling.

Mr. Harrington opened the public hearing for Case 002-14.

Mr. Tom Smith, 2000 West Seventh Street, Joplin, appeared representing USA Metal Recycling to request the renewal of their Special Use Permit. They have informed the City staff regarding their construction progress. They have had some issues with their contractor but anticipate their dust control to be in place by the end of January. Over 50,000 square feet of concrete has been laid at this point, along with the foundation for their second scale.

Mr. Harrington asked for questions from the commissioners.

Mr. Duncan asked Mr. Smith if 80 percent of the concrete has been laid as shown in the planning report, and if this figure is accurate. Mr. Smith replied that this figure is close.

Mr. Duncan asked Mr. Smith about their issues with their contractor, and he replied that the contractor did not begin the work when they were supposed to begin. He stated that it took some time to find a new representative to communicate with USA Metal Recycling and the City staff. He also anticipates some weather delays.

Mr. Duncan asked if the contractor is working now, and Mr. Smith replied that they are working at this point. They have been working every day when weather conditions are favorable. They must close down one lane when they connect the concrete to the scale and then switch over to the other lane while the concrete cures.

Mr. Eastman asked about any recent complaints from the neighbors. Mr. Bolander hasn't received any complaints since the letters were mailed to the surrounding property owners for this meeting. If there are issues, the neighbors can contact USA Metal Recycling directly, and Mr. Bolander understood they have handled some situations directly with the neighbors.

Mr. Smith has had three communications with neighbors, and he occasionally sends letters to all the neighbors, with two inquiries about the fence and how things were progressing. The machine shop thanked them for the concrete, along with a call about one new employee who shouldn't have been working past 6:00 p.m. They immediately ceased the evening operation and communicated back with the neighbor.

Mr. Cortez asked Mr. Smith if the paving will significantly reduce their dust, and he replied that is correct. Mr. Cortez asked if the paving will completely eliminate the dust. Mr. Smith thought there may still be minimal dust on windy days, but there will be a world of difference from having a dirt parking lot. He thought it would be as good as any other parking lot in town.

Mr. Ramsour asked about a time period for the Special Use Permit, and Mr. Bolander recommends a six-month extension. He stated that Special Use Permits are typically issued for a year, but the staff is recommending six months to ensure that everything progresses as it should.

Mr. Duncan asked about any other outstanding issues besides the paving and concrete, and Mr. Bolander replied no. The applicant has met all the conditions of their Special Use Permit with the exception of paving the roads, driveways, parking lots, and loading/unloading areas.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 002-14.

MR. DUNCAN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 002-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A SIX-MONTH SPECIAL USE PERMIT TO BE ISSUED TO USA METAL RECYCLING, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 002-14
USA Metal Recycling
(P & Z Recommended Approval
for a six-month Special Use Permit)

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.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on January 13, 2014, recommended that a Special Use Permit be granted 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.

WHEREAS, a public hearing was held before the City Council on February 3, 2014, in compliance with said request;

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

That a Special Use Permit be granted to USA Metal Recycling for the continued operation of a solid waste collection and processing facility in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lots Numbered Five (5) and Six (6) and Twenty-three (23) in West Seventh Street Sub-division to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. AND All of Lot Numbered Twenty-four (24) in Highway Sub-division to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. AND All of Lots Numbered Twenty-four (24) and Twenty-five (25) in West Seventh Street Sub-division to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. AND All of Lots Numbered Twenty-six (26) and Twenty-seven (27) in West Seventh Street Sub-division to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. AND All of a tract of land described as beginning at a point 150 feet East of the Northeast corner of Lot Twenty-two (22) in West Seventh Street Sub-division to the City of Joplin, thence South parallel with the East line of said sub-division 150 feet, thence West 75 feet, thence North 150 feet parallel with the East line of said sub-division to the South line of Seventh Street, thence East 75 feet to point of beginning, being part of Miscellaneous Tract Eight (8) in Section 9, Township 27, Range 33, and a part of Miscellaneous Tract 14 in Section 4, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. AND All of Lot Numbered Twenty-two (22) in the West Seventh Street Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, also the following described tract lying and being in a part of Miscellaneous Tract 8 in Section 9, Township 27, Range 33 and a part of Miscellaneous Tract 14 in Section 4, Township 27, Range 33,

to wit: Beginning at the Northeast corner of Lot 22 in West 7th Street Subdivision to the City of Joplin, thence running East a distance of 150 feet on a line extending Eastward from the North line of said Lot 22, thence South on a straight line to the right-of-way of the St. Louis and San Francisco Railway Company's railroad, thence in a Northwesterly direction along the North line of said right-of-way to the East line of said Lot 22, thence North along said East side of said Lot 22 to the place of beginning, Except beginning at a point 150 feet East of the Northeast corner of Lot Twenty-two (22) in West Seventh Street Sub-division to the City of Joplin, thence South parallel with the East line of said sub-division 150 feet, thence West 75 feet, thence North 150 feet parallel with the East line of said sub-division to the South line of Seventh Street, thence East 75 feet to point of beginning.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to USA Metal Recycling for the use of a solid waste collection and processing facility only.
2. The permit shall be valid for (6) months renewable in August, 2014.
3. Storage bins or trailers will be allowed to be stored on-site as an ancillary use, provided they are durable, covered, and meet the building setbacks for the zoning district.
4. Bins shall be screened.
5. An 8 foot tall privacy fence shall be erected and maintained along the property line adjacent to residentially zoned district.
6. Business hours to accept materials shall be Monday through Saturday, 8:00 a.m. until 5:00 p.m.
7. The operator shall provide contact information to adjacent property owners in order for residents to notify the operators of concerns.
8. Off-street parking shall be required.
9. All roads, driveways, parking lots, and loading/unloading areas shall be paved with an approved concrete, asphalt, or double seal coat surface.
10. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to USA Metal Recycling in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 3, 2014

Item: COUNCIL BILL NO. 2014-251
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nick Heatherly Date: 1/24/2014
City Attorney: Brian Head Date: 1-28-14
City Manager: R. Mark Rohr Date: 1-28-14
Board or Commission: Planning and Zoning Commission Date: 1/13/2014

Recommended Action: Planning and Zoning Commission recommended striking this case from the agenda by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 003-14: Near the northeast corner of Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Missouri-American Water Company.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing water tower property located at the northeast corner of East 26th Street and Prigmore Road.

Staff recommends striking Case 003-14 and requests that the applicant file a new annexation petition after the April, 2014 election to meet the City Charter requirements.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander recommended that Case 003-14 be stricken from the agenda due to the upcoming City Council election. The City Attorney has recommended no annexations at this time because the change in the boundary creates a problem for the voting districts.

PUBLIC COMMENT:
None.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David H. Moore

Real Estate Manager

STATE OF MISSOURI)
) ss:
COUNTY OF ~~JASPER~~ St Charles)

On this 19th day of December 2013, before me appeared David H. Moore, to me known to be the Real Estate Manager of Missouri-American Water Company, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David H. Moore acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: March 20, 2017.

Notary Public

STACI A. OLSEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 20, 2017
Commission #13519210

Z&P Meeting: January 13, 2014
City Council Meeting: February 3, 2014

STAFF PLANNING REPORT
Voluntary Annexation

CASE 003-14:

A request to voluntarily annex property near the northeast corner of E. 26th Street and Prigmore Road.

LOCATION: Northeast corner of E. 26th & Prigmore Road

APPLICANT: Missouri-American Water Company

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Water Tower	270' x 350'

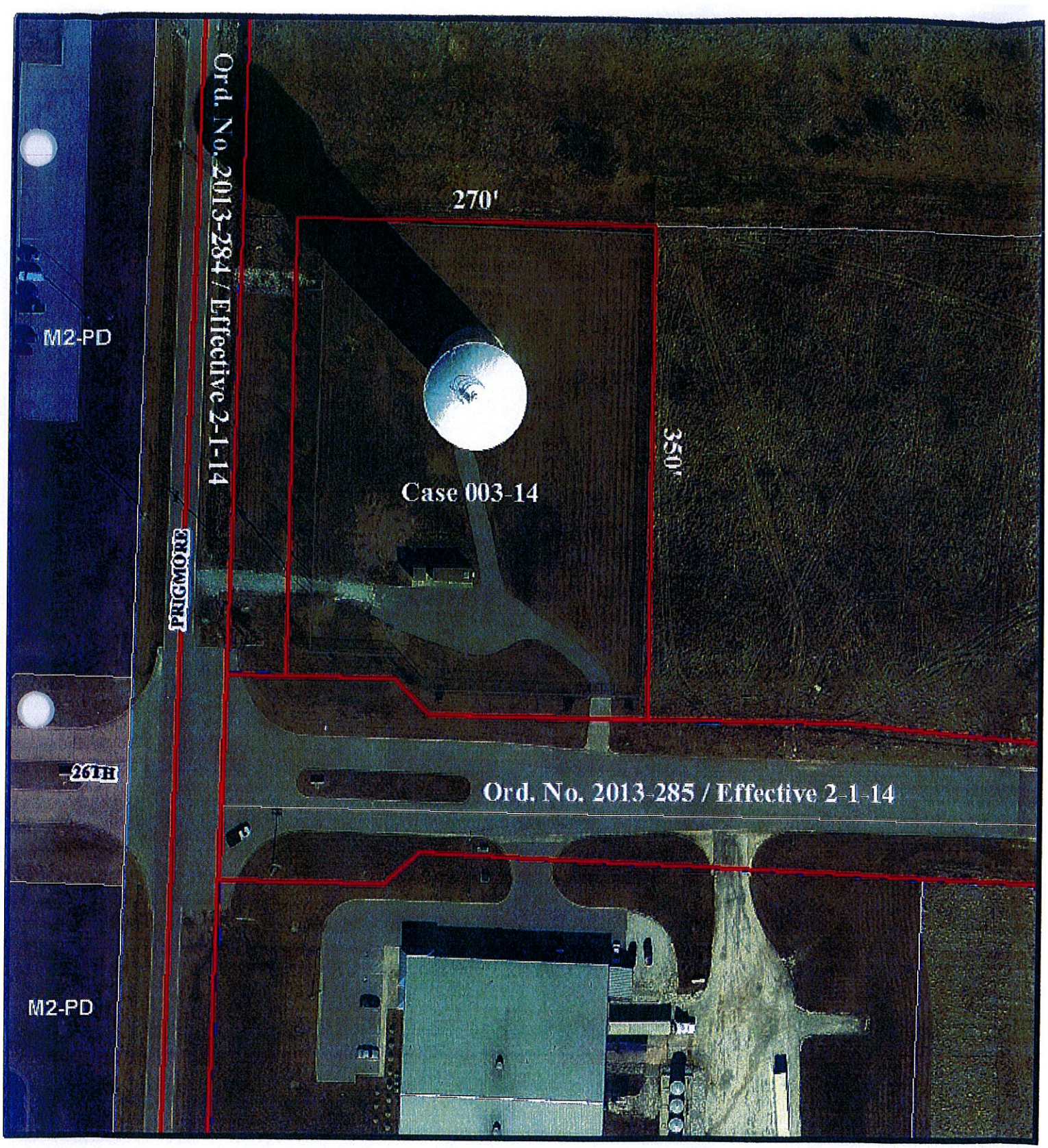
DISCUSSION

The applicant is requesting to voluntarily annex the existing water tower property located at the northeast corner of E. 26th Street and Prigmore Road.

Staff recommends striking Case 003-14 and requests that the applicant file a new annexation petition after the April 2014 election to meet the City Charter requirements.

ENCLOSURES:

None



0 85 170 340 510 680 Feet

Case 003-14: A request to voluntarily annex into the corporate limits of the City of Joplin property at the northeast corner of E. 26th Street and Prigmore Road. - Missouri-American Water Company

N

Case 003-14: Near the northeast corner of Prigmore Road and East 26th Street/Alliance Parkway – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Missouri-American Water Company.

Mr. Harrington opened the public hearing for Case 003-14.

Mr. Bolander recommended that Case 003-14 be stricken from the agenda due to the upcoming City Council election. The City Attorney has recommended no annexations at this time because the change in the boundary creates a problem for the voting districts.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 003-14.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 003-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION THAT THIS CASE BE STRICKEN FROM THE AGENDA, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 003-14
Missouri-American Water Company
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-251 **ORDINANCE NO.**

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.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 14, Township 27 North, Range 32 West, Jasper County, Missouri being more particularly described as follows: Commencing at an iron pin found at the Southwest Corner of Section 14, Township 27 North, Range 32 West, Jasper County, Missouri; thence North 00 degrees 54 minutes 45 seconds East a distance of 2,722.71 feet along the West line of said Section 14; thence South 89 degrees 05 minutes 15 seconds East a distance of 80.00 feet to an iron pin set on the proposed East right-of-way line of County Road 190, said point being the True Point of Beginning; thence North 00 degrees 54 minutes 45 seconds East a distance of 330.00 feet along said proposed right-of-way to an iron pin set at the

Northwest corner of the reference tract; thence South 89 degrees 05 minutes 15 seconds East a distance of 270.00 feet to an iron pin set at the Northeast corner of the reference tract; thence South 00 degrees 54 minutes 45 seconds West a distance of 355.00 feet to an iron pin set on the North right-of-way line of an access road; thence North 89 degrees 05 minutes 15 seconds West a distance of 164.00 feet along said North right-of-way line to a set iron pin; thence North 44 degrees 05 minutes 20 seconds West a distance of 35.36 feet along said North right-of-way line to a set iron pin; thence North 89 degrees 05 minutes 15 seconds West a distance of 81.00 feet to the Point of Beginning, containing 2.15 acres more or less. Bearings based on an assumed bearing of North 00 degrees 54 minutes 45 seconds East on the West line of said Section 14.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of April, 2014.

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

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES January 21 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 Clerk, Barbara Hogelin

FLAG SALUTE – led by Mr. Shaw.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

PUBLIC HEARINGS

CONSENT AGENDA - Motion by Mr. Scearce, 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 7, 2014 council meeting.

RESOLUTIONS

Mr. Scearce introduced Resolution No. 2014-003. Motion by Mr. Scearce, Second by Mr. Shaw to approve Resolution No. 2014-003. 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. 2014-003

A RESOLUTION recognizing Pastor Tim Sumners for his many years of dedicated service and outstanding contributions as chaplain for the City of Joplin Police and Fire Departments.

ORDINANCES-EMERGENCIES

Dr. Rosenberg introduced Council Bill No. 2014-003. Motion by Dr. Rosenberg, Second by Mr. Scearce to Adopt Council Bill No. 2014-003. 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. 2014-004

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No.

02 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

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

Council Bill was declared Adopted and entitled Ordinance No. 2014-005

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 03 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause

Dr. Rosenberg introduced Council Bill No. 2014-005 - Motion by Dr, Rosenberg, Second by Mr. Scearce to Adopt Council Bill No. 2014-005. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: Glaze, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-006

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 8th day of April, 2014, proposed Charter Amendment No. 04 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2014-006 - Motion by Mr. Golden, Second by Mr. Scearce to Adopt Council Bill No. 2014-006. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Abstention: Glaze, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-007

Mr. Seibert introduced Council Bill No. 2014-100.Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-100. 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. 2014-008

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 2005 S. Empire in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Nine and 00/100 Dollars ($3,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-101. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-101. 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. 2014-009

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 317 E. 9TH ST. in the City of Joplin, Missouri, for the amount of Five Thousand Three Hundred and 00/100 Dollar $5,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-102. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2014-102. 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. 2014-010

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 312 N. McCoy in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Ninety Nine and 00/100 Dollars ($2,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2014-103. Motion by Mr. Seibert, Second by Mr. Glaze that Council Bill No. 2014-103 be Stricken. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was Stricken from the Agenda.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 3230 S. Jackson in the City of Joplin, Missouri, for the amount of One Thousand Four Hundred Ninety Nine and 00/100 Dollars ($1,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-401. Motion by Mr. Scearce, Second by Ms Raney to Adopt Council Bill No. 2014-401. 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. 2014-011

AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00 /100 Dollars ($398,726.00) for Murphy Boulevard Trail 4th Street to 20th Street project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-500. Motion by Mr. Scearce, Second by Mr. Raney to Adopt Council Bill No. 2014-500. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 1, Glaze.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-012

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012 and March 18, 2013, to provide for the purchase of disability insurance; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-602. Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2014-602. 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. 2014-013

AN ORDINANCE accepting the Southwest Missouri Cyber Crimes Task Force grant; 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.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

Motion by Mr. Woolston, Second by Mr. Glaze to hear the report of the investigator the week of February 3.Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

NEW BUSINESS

Appointments/Reappointments to Boards and Commissions

Reappointments – Building Bd of Appeals –Mark Eastman; Historic Preservation - Sandra Pommert; JRC- Phil Stinnett; JSA-Jennifer Lallemand and Jim West; Personnel- Melissa Rodgers. **Appointments** – Parks and Recreations – Charles Brown; ADA – Mary Ellen Greer; Capital Improvements – James Richard and Dwayne Patton; CVB- Mike Wilson; Solid Waste – Alicia Rodriguez and Keith Smith; Tax Increment Finance – Ron Gatz; Traffic Commission – Eric Wood and Michael Mayer.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Mr. Golden to go into closed. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston, 8. Nays: 1, Scearce.

There being no further business the meeting adjourned at 6:46 p.m.

Respectfully submitted,

Barbara L. Hogelin, MMC/MPCC

City Clerk

EMERGENCY ORDINANCES

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 3, 2014
Council Bill No. 2014-104

Item: Engineer's and Surveyor's Service Agreement with Tri-State Engineering for the Police & Fire Training Facility

Originating Department: Public Works – Engineering

Attachments: 1) Contract Agreement
2) Council Bill No. 2014-104

Department Head: Nicholas A. Heather Date: 1/17/14
Finance Department: Leslie Haase Date:
City Attorney: Brian Head Date: 1-24-14
City Manager: Mark Rohr Date: 1-28-14

Recommended Action: Approval of Engineer's and Surveyor's Service Agreement with Tri-State Engineering in the amount of $119,100.00 for engineering, survey and geotechnical services.

Background: The City has a career fire and police departments which serve 50,000 residents and a day-time population of over 270,000. Joplin City limits contain over 45 square miles and have been growing at a steady pace. In order to keep up with the growth of the City both the fire and police departments have had to increase staffing. Training of these new recruits as well as getting continuing education for experienced public safety personnel have become paramount. The Public Safety Training Facility will allow us to train locally without incurring ever increasing travel and training costs.

In November of 2006 the citizens of Joplin passed a Public Safety Sales Tax Initiative which provides for a Regional Public Safety Training Facility. In April of 2011, the Joplin City Council authorized the release of a RFQ for design services for the Public Safety Training facility.

Discussion: A request for qualifications was sent to consultants in May of 2011 and due to the 2011 tornado the selection of consultants was put on hold. In August of 2013 companies that had submitted qualifications were contacted and were allowed to update their presentations. Staff reviewed qualifications and Tri-State Engineering was chosen for this particular project. The fee for services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Tri-State Engineering not to exceed the amount of $119,100.00 for engineering, survey and geotechnical services.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Joplin, Missouri ("Owner") and Tri-State Engineering, ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

City of Joplin, Fire and Police Department Training Facility

Engineer's and Surveyor's Services under this Agreement are generally identified as follows:

Appendix A (attached) includes the proposed scope of services and fee breakdown.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Appendix A.

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding NA months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and

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other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

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4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

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E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute

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shall be mediated. If mediation is unsuccessful, then the parties agree to submit the dispute to arbitration. Both mediation and arbitration shall be in accordance with the American Arbitration Association rules effective at the Effective Date of this agreement.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum (Architectural Services)*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of $ 13,500.

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses (Engineering, Surveying and Geotechnical Services)*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix B.

3. The total NOT TO EXCEED Hourly compensation for engineering, survey and geotechnical services is $105,600.00.

4. The total fees including hourly and lump sum fees shall not exceed $119,100.

Attachments: *Appendix A, Proposal Letter including Scope of Services and Fee Breakdown.*

Appendix B, Hourly Rates

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:
City of Joplin, Missouri	Tri-State Engineering
By: _____	By: _____
_____	Clayton Cristy, CEO
Date Signed: _____	Date Signed: _____
Address for giving notices:	Address for giving notices:
_____	P.O. Box 1867
_____	Joplin, MO 64802
_____	_____
_____	_____
_____	_____

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TSE
TRI-STATE ENGINEERING

APPENDIX A

December 20, 2013

Mr. Nick Heatherly, PE
Public Works Director
City of Joplin
602 S Main Street
Joplin, MO 64801

Re: Public Training Facility
Driving Pad and Skills Pad
& Storage Building

Dear Mr Heatherly:

We appreciate the opportunity to respond to your request for a proposal for engineering and surveying services. Our scope of services for the above-mentioned project are as follows:

Surveying Services Include the following:

A Topographic survey will be performed for an area to include Hope Haven I, detention pond north of Hope Haven I, and an area that extends 400' north of the detention pond. Swede lane and an area approximately 40' wide east of Swede lane will also be included in the topographic survey. The topographic survey shall include existing features with the exception of service lines.

The estimated cost for surveying services is $12,500.
(See attached spreadsheet)

Engineering Services include the following:

Develop plans for the Driving Pad and Skill pads as shown of the attached conceptual drawing. Existing utilities and infrastructure will be utilized where practical. The following plans shall be part of the design plans:

Conceptual Plan - A conceptual plan will be prepared for the proposed site.

Removal Plan - The removal plan will detail the required infrastructure that shall be removed for construction.

Street Plan - Modifications to the existing streets will be designed for use in the training facility.

Site Grading Plan - The grading plan will be prepared to accommodate the proposed improvements. The site grading plan will include utilizing existing base rock where possible for site preparation.

Storage Building Grading Plan - The plans will include grading for a storage building.

Site Drainage Plan - The site drainage plan will address storm water runoff for the proposed improvements and utilize the existing detention pond for quantity and quality requirements. The drainage plan will also address the drainage adjacent to the east side of Swede lane.

Detailed Plan for Training Pads - A detailed plan of each training pad including the required subgrade preparation, base rock requirements, and paving thickness will be prepared. Autoturn will be utilized to determine the required size and configuration of the training pads.

Erosion and Sediment Control Plan (ESC) - The ESC will be prepared using best management practices per city ordinances.

Storm water Pollution Prevention Plan (SWPPP) - A SWPPP and application for a land disturbance permit will be prepared based on City and State requirements.

Traffic Control Plan - The City will close Swede Lane.

Bid Documents - A project manual will be prepared for bidding the project.

Fence Plan - Fencing to be completed by City.

Coordination with Architectural Plans.

The estimated cost for engineering services is : $86,000
(See attached spreadsheet)

Architectural Services include the following:

Construction Documents
Provide Construction Documents for a new 3,000sf Pre-Engineered Metal Building.
Includes (3) exterior overhead doors.
Includes a Men's & Women's restroom.
Coordination for heating shall be provided. A/C system design not included.
Shall include exterior finishes as required by the City of Joplin.
Proposal includes Structural & MEP Engineering services.
Proposal includes interior finishes selection.
An interior finish schedule will be provided that delineates basic materials (VCT, Sealed Concrete, etc).

Proposal includes Construction Administration Services.
Proposal does not include Civil Engineering Services – by others (TSE).
Proposal does not include reimbursables for printing.

Architectural Services: $13,500 Lump Sum
(See attached proposal)

Geotechnical Services are estimated at $7,100
(See attached proposal)

Construction phase services shall be considered additional services.

The attached map is the conceptual plan for the proposed improvements..

We would perform the engineering, surveying and geotechnical scope of services for a not to exceed fee of **$105,600.**

The architectural fees would be performed at a lump sum fee of **$13,500.**

Total fees: $119,100.

It is our understanding that this site has been released by FEMA.

We appreciate the opportunity to work together with you on this project. If you have any questions, please contact us.

Sincerely,
Tri-State Engineering, Inc.

Clayton Cristy, P.E.

TSE
TRI-STATE ENGINEERING
Toll-Free: 866-781-0643 • www.tristate-engineering.com
702 S. Main, Joplin, MO 64801 • 403 W. First St., Ste. 300, Claremore, OK 74017

Proposal for Architectural Services

December 13, 2013

Tri-State Engineering, Inc.
Attn: Clayton Cristy, PE
702 Main Street
Joplin, Mo 64801
p.417.781.0643
ccristy@tristate-engineering.com

RE: JPSTF – Prop Storage Building

Mr. Cristy,

Corner Greer & Associates, Inc. is honored to submit this Proposal for Architectural Services on your upcoming project. Our understanding of the project requirements is as follows:

1. **Construction Documents**
   a. Provide Construction Documents for a new 3,000sf Pre-Engineered Metal Building.
   b. Includes (3) exterior overhead doors.
   c. Includes a Men's & Women's restroom.
   d. Coordination for heating shall be provided. A/C system design not included.
   e. Shall include exterior finishes as required by the City of Joplin.
   f. Proposal includes Structural & MEP Engineering services.
   g. Proposal includes interior finishes selection.
      i. An interior finish schedule will be provided that delineates basic materials (VCT, Sealed Concrete, etc).
   h. Proposal includes Construction Administration Services.
   i. Proposal does not include Civil Engineering Services – by others (TSE).
   j. Proposal does not include reimbursables for printing.

We propose the following fee structure: **$13,500 Lump Sum**

If you agree with these terms, please sign and return this proposal and we will prepare an AIA contract for your review. We look forward to assisting you on a successful project.

_____ Date_____
Mr. Clayton Cristy, Tri-State Engineering, Inc.

Respectfully Submitted,

Chad Greer, AIA

Date____12.13.2013____

Corner Greer & Associates, Inc.
716 S. Main Street Joplin, MO 64801 o.417.206.3134 f.417.206.3137 www.cornergreer.com

STANDARD AGREEMENT TERMS AND CONDITIONS SUMMARY

(Revised January 2013)

Corner Greer & Associates shall perform the architectural services outlined in this Proposal Agreement for the stated fee arrangement and shall perform these services in a timely manner with due and reasonable diligence consistent with sound professional practices. Upon approval of Proposal Agreement this summary will be an attachment to the Contract.

Reimbursable Expenses: The Client shall reimburse Corner Greer & Associates for direct expenses incurred during performance of the service including printing charges, taxes and other miscellaneous expenses at cost times 1.2. Corner Greer & Associates will itemize all reimbursable expenses on its invoices.

Hourly Rates: For instances where the fee is to be calculated on an hourly basis or as an additional service for items not included in the proposal, the rates shall be as follows:

Architect	$120.00/hour
Project Coordinator	$95.00/hour
Interior Design Services	$80.00/hour
CADD Draftsperson	$65.00/hour
Clerical	$35.00/hour
Consulting Engineers	*To be specified upon authorization*

Billing and Payments: It is the policy of Corner Greer & Associates to release documents only upon receipt of payment for said services. Statements for services rendered shall be submitted as listed above. Statements shall be due upon receipt. Payments shall not be contingent upon financing arrangements of or by the Client. If not paid within 30 days, Corner Greer & Associates may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to Corner Greer & Associates shall not be withheld, postponed or made contingent on the construction, completion or success of the project.

Late Payments: Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% on the unpaid balance (18.0% annual rate), services will cease and not resume until payment is made. In the event any portion or all of an account remains unpaid after 60 days of billing the Client shall pay all costs of collection, including reasonable attorney's fees.

Ownership of Documents: All documents, renderings and materials produced by Corner Greer & Associates under this Agreement shall remain their property and may not be used by the Client for any other endeavor without their written consent. Design, renderings, drawings, documents and all materials produced by Corner Greer & Associates are protected under copyright law.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

Tri-State Engineering, Inc.
702 Main Street
Joplin, Missouri 64801

September 5, 2013 Revised December 4, 2013

Attention: Mr. Clayton Christy, P.E.

Proposal for Geotechnical Investigation
Joplin Training Facility
Joplin, Missouri

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a geotechnical investigation for the new Joplin Training Facility located just south of the existing Joplin Airport in Joplin, Missouri. As requested by TSE, PPI's scope of work will include the following:

- Determine light duty (both flexible & rigid) pavement sections for northern row of small training pads;
- Determine heavy duty rigid pavement section for the driving pad;
- Determine if the existing aggregate can be left in place and pavement constructed directly on top of the existing aggregate;
- Determine if the existing aggregate can be stockpiled and utilized under pads;
- Determine if the east/west roads are suitable for future use; and
- Provide foundation design and site development recommendations for the planned new Training Facility.

It is understood that the new Training Facility will be single story with a slab-on-grade floor system and measure approximately 20,000 sq ft in plan view. Foundation and floor slab loadings are anticipated to be light to moderate. Minimal grade changes are anticipated to achieve finish subgrade elevations within the planned Training Facility.

Known Site History

This project site was developed after the May 2011 tornado in Joplin, Missouri. This area was developed for housing of tornado victims with FEMA trailers placed on the property, as well as access roads/driveways. A few feet of undocumented fill was placed within the northwest quadrant of the subject property providing existing subgrade elevations.

Geotechnical Services

PPI's geotechnical scope of services for this project will include completion of field drilling, sampling and testing, laboratory testing, analysis of the collected data, and preparation of a Geotechnical Report. The following sections of this proposal describe the scope of PPI's services and a cost estimate.

Geotechnical Field Investigation: PPI plans to evaluate the subsurface conditions by drilling a total of five (5) borings in the planned building footprint, nine (9) borings located within the planned training facility (paving) and five (5) borings within the future training facility (paving). The building borings will extend to 15 feet, while the remaining borings will extend to a depth of 5 feet. All borings will extend to specified depths, or auger encounter with bedrock, whichever is shallower. Borings will be advanced using 4.5-inch O.D. continuous flight augers. Soil samples will be collected at 2.5- to 5-foot centers during drilling using a split spoon sampler (ASTM D1586) or thin-walled Shelby tube sampler (ASTM D 1587). The Dynamic Cone Penetrometer (DCP) test will be performed at each borehole location to determine an in-situ California Bearing Ratio value which will be used in the pavement analysis.

In addition to field drilling activities, an allowance has been included for a technician to perform nuclear density tests at 20 select locations on the existing aggregate. Further, the technician will obtain bulk samples of the aggregate for further laboratory testing.

Laboratory Investigation: Soil samples will be sealed and transported to our Springfield Laboratory for further testing. Laboratory testing will include the following:

- Soil Classification Tests: Atterberg Limits and moisture content;
- Standard Proctor Analysis;
- Aggregate Gradation;
- Unconfined Compressive Strengths;
- Pocket Penetrometers; and
- Swell tests, if applicable.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field, quality of samples and will not be determined until the geotechnical borings have been drilled.

Geotechnical Report: Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. An electronic (.pdf) copy of the Report and up to three (3) original bound copies will be submitted. The Report will include a Site Location Plan, Boring Location Plan, DCP results, typed Boring Logs showing the results of field and laboratory testing, and Geotechnical Engineering Recommendations for foundation design, site development and construction planning. Further, a site specific pavement analysis will be performed using the field and laboratory testing data collected, as well as traffic frequencies/wheel loadings provided by others.

Cost Projection

PPI will provide the scope of services outlined above for a lump sum cost of Seven Thousand Ninety Dollars ($7,090.00). The projected cost is based upon the following:

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilizations;

- Boring locations will be staked in the field by PPI using a site plan with existing field features presented on the site plan;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization;
- Field drilling will commence between Monday through Friday during normal business hours (8 a.m. to 5 p.m.);
- Boring locations are accessible by PPI's truck mounted drilling equipment and any clearing, earthwork, or access road building necessary to access boring locations will be provided by others prior to PPI's mobilization; and
- Samples will be stored and held at PPI's Springfield Laboratory for 30 days past the date of report publication, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

An invoice will be submitted on the Friday following the last Saturday of the month report is issued. The invoice is due in 30-days and delinquent in 60 days. An interest charge of 1.5 percent per month retroactive to the date of billing and a $15.00 monthly re-billing charge will be assessed on all unpaid balances 60 or more days old. In addition, if your account remains delinquent, you shall be responsible for all costs of collection, including a reasonable attorney's fee.

Closure

To authorize this proposal, please sign one copy, initial the attached General Conditions, and return a fully executed copy to our office. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:

Shane M. Rader, P.E.
Geotechnical Engineer

Attachments: General Conditions
Projected Cost for Geotechnical Services

Submitted: One .pdf Copy via Email

CLIENT AUTHORIZATION:

_____
Firm Name

_____
Authorizing Signature

_____
Please Print Name & Title

_____
Date

GENERAL CONDITIONS

1. INSURANCE: PPI maintains Worker's Compensation and Employer's Liability Insurance against property damage which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

2. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION WARRANTY OR GUARANTEE IS EXPRESSED OR IMPLIED.

3. LIMITATION OF LIABILITY: In recognition of the limited benefits of the Project to PPI relative to the Client and other parties involved, the client agrees, to the fullest extent permitted by law, to limit the liability of PPI to the Client or any other party relying on PPI services for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed 3 times PPI's total fee for services rendered on this Project or $35,000, whichever is less. It is intended that his limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

4. SAFETY: CLIENT AGREES that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

5. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

6. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____

Projected Cost for Geotechnical Services

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	TECHNICAL & PROFESSIONAL:				
1	Drill Crew to Stake Borings	$114.00	/hr.	1.00	$114.00
2	Prepare Site Plan & Boring Logs	$67.00	/hr.	3.00	$201.00
3	Type Report	$52.00	/hr.	2.00	$104.00
4	Engineer to Prepare Report	$115.00	/hr.	5.00	$575.00
5	Engineer to Notify One-Call System	$115.00	/hr.	0.50	$57.50
6	Engineer to Perform Pavement Analysis	$115.00	/hr.	3.00	$345.00
7	Engineer Truck Mileage	$0.67	/mi.	0.00	$0.00
8	Principal to Review Report	$175.00	/hr.	0.50	$87.50
9	Report Printing	$20.00	/ea.	3.00	$60.00
	SUBTOTAL; TECHNICAL & PROFESSIONAL				**$1,544.00**
	FIELD DRILLING:				
1	Drill Rig Mobilization	$140.00	L.S.	1.00	$140.00
2	Support Truck Mileage	$0.67	/mi.	80.00	$53.60
3	Technican to Pick-up Proctors & Perform Density Test	$50.00	/hr.	2.00	$100.00
4	Nuclear Density Test	$10.00	/ea.	20.00	$200.00
5	Drill Crew to Perform DCP Test	$114.00	/hr.	4.00	$456.00
6	DCP Rental	$195.00	/day	0.50	$97.50
7	Soil Drilling (4.5" O.D. CFA)	$8.35	/ft.	140.00	$1,169.00
8	Split Spoon Testing	$21.00	/ea.	40.00	$840.00
	Shelby Tubes	$30.00	/ea.	6.00	$180.00
9	Backfill Boring	$9.85	/ea.	23.00	$226.55
	SUBTOTAL; FIELD DRILLING				**$3,462.65**
	LABORATORY TESTING PROGRAM:				
1	Moisture Content Test	$6.65	/ea.	46.00	$305.90
2	Atterberg Limits Test	$71.00	/ea.	7.00	$497.00
3	Swell Test	$165.80	/ea.	1.00	$165.80
4	Unconfined Compressive Strengths	$63.35	/ea.	3.00	$190.05
5	Standard Proctor Analysis	$275.00	/ea.	2.00	$550.00
6	Gradation	$62.00	/ea.	2.00	$124.00
7	Pocket Penetrometer	$5.50	/ea.	46.00	$253.00
	SUBTOTAL; LABORATORY TESTING PROGRAM				**$2,085.75**
	ESTIMATED COST				**$7,092.40**
	FINAL LUMP SUM COST				**$7,090.00**

Joplin Training Facility Project Staffing Projections
Estimated

Task/Activity Name	Staffing		Hours	Rate	Total
	Level	Description of Staff			
Topographic Survey	Position 1	**Field Crew**	88	130	$11,440.00
	Position 2	PLS	8	90	$720.00
	Position 3				
	Position 4				
	Surveying Services Total				$12,160.00
Engineering Services					
Step 1: Data Gathering and Kick off meeting to determine goals for project. (Including preparation)	Position 1	Managing Engineer	6	$145	$870
	Position 2	Engineer	4	$110	$440
	Position 3	Designer	4	$90	$360
	Position 4	CADD Technician	4	$60	$240
	Position 5				
Step 2: Conceptual Plan Development (Layout modified for better drainage and consideration of existing grades)	Position 1	Managing Engineer	8	$145	$1,160
	Position 2	Engineer	8	$110	$880
	Position 3	Designer	24	$90	$2,160
	Position 4	CADD Technician	16	$60	$960
	Position 5				
Step 3: Coneptual Presentation Meeting	Position 1	Managing Engineer	2	$145	$290
	Position 2	Engineer	2	$110	$220
	Position 3	Designer	2	$90	$180
	Position 4	CADD Technician	0	$60	$0
	Position 5				
Step 4: Conceptual Plan Revisions and Approval	Position 1	Managing Engineer	4	$145	$580
	Position 2	Engineer	4	$110	$440
	Position 3	Designer	16	$90	$1,440
	Position 4	CADD Technician	12	$60	$720
	Position 5		0		$0
Step 5: Coordination with Utilites	Position 1	Managing Engineer	8	$145	$1,160
	Position 2	Engineer	8	$110	$880
	Position 3	Designer	4	$90	$360
	Position 4	CADD Technician	4	$60	$240
	Position 5				
Step 6: Draiange Study and Report	Position 1	Managing Engineer	4	$145	$580
	Position 2	Engineer	32	$110	$3,520
	Position 3	Designer	4	$90	$360
	Position 4	CADD Technician	8	$60	$480
	Position 5				
Step 7: Utility Removal Plan	Position 1	Managing Engineer	4	$145	$580
	Position 2	Engineer	8	$110	$880
	Position 3	Designer	8	$90	$720
	Position 4	CADD Technician	16	$60	$960
	Position 5				
Step 8: Overall Grading Plan	Position 1	Managing Engineer	12	$145	$1,740
	Position 2	Engineer	16	$110	$1,760
	Position 3	Designer	32	$90	$2,880
	Position 4	CADD Technician	40	$60	$2,400
	Position 5				

Step 9: Typicals and Details	Position 1	Managing Engineer	8	$145	$1,160
	Position 2	Engineer	8	$110	$880
	Position 3	Designer	24	$90	$2,160
	Position 4	CADD Technician	32	$60	$1,920
	Position 5		0		$0
Step 10: Drainage Plan including detention and quality features.	Position 1	Managing Engineer	8	$145	$1,160
	Position 2	Engineer	16	$110	$1,760
	Position 3	Designer	24	$90	$2,160
	Position 4	CADD Technician	32	$60	$1,920
	Position 5		0		$0
Step 11: Site Street and Driveway Plan (Including access to driving pads)	Position 1	Managing Engineer	24	$145	$3,480
	Position 2	Engineer	28	$110	$3,080
	Position 3	Designer	48	$90	$4,320
	Position 4	CADD Technician	72	$60	$4,320
	Position 5		0		$0
Step 12: Pad Plan	Position 1	Managing Engineer	12	$145	$1,740
	Position 2	Engineer	24	$110	$2,640
	Position 3	Designer	32	$90	$2,880
	Position 4	CADD Technician	60	$60	$3,600
	Position 5		0		$0
Step 13: Grading and Pad Layout for Storage Building	Position 1	Managing Engineer	4	$145	$580
	Position 2	Engineer	8	$110	$880
	Position 3	Designer	16	$90	$1,440
	Position 4	CADD Technician	16	$60	$960
	Position 5		0		$0
Step 13: Drainage along east side of Swede south of detention pond.	Position 1	Managing Engineer	2	$145	$290
	Position 2	Engineer	6	$110	$660
	Position 3	Designer	12	$90	$1,080
	Position 4	CADD Technician	16	$60	$960
	Position 5		0		$0
Step 14: Storm Water Pollution Prevention Plan and Land Disturbance Permit Application	Position 1	Managing Engineer	2	$145	$290
	Position 2	Engineer	8	$110	$880
	Position 3	Designer	8	$90	$720
	Position 4	CADD Technician	6	$60	$360
	Position 5		0		$0
Step 15: Bid Documents and Assistance in Bid Evaluation	Position 1	Managing Engineer	8	$145	$1,160
	Position 2	Engineer	24	$110	$2,640
	Position 3	Designer	12	$90	$1,080
	Position 4	CADD Technician	8	$60	$480
	Position 5				
Step 16: Coordination with Architect	Position 1	Managing Engineer	4	$145	$580
	Position 2	Engineer	4	$110	$440
	Position 3	Designer	8	$90	$720
	Position 4	CADD Technician	0	$60	$0
	Position 5				

Engineering Services Total	$85,820.00

This is **Appendix B, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, _____.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Engineer Principal	$210.00
Arbitrator/Mediator	$210.00
Managing Engineer	$145.00
Prof. Engineer I	$130.00
Prof. Engineer II	$110.00
Engineer Intern	$ 80.00
Prof. Surveyor I	$135.00
Prof. Surveyor II	$ 90.00
Survey Manager	$ 75.00
Survey Party Chief	$ 75.00
Surveyor's Aide I	$ 55.00
Surveyor's Aide II	$ 40.00
GPS Equipment or Robotic Equipment	$ 35.00
Traffic Technician I	$ 75.00
Chief Designer	$ 90.00
Designer I	$ 82.00
Designer II	$ 71.00
Engineering Tech I	$ 60.00
Engineering Tech II	$ 50.00
Secretary	$ 40.00
Resident Project Representative I	$ 77.00
Resident Project Representative II	$ 60.00
GIS Specialist	$ 70.00
GIS Technician I	$ 60.00
Appraiser	$105.00
Right of Way Agent I	$ 92.50
Field Service Tech II	$ 65.00
Public Relations Specialist	$ 85.00

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COUNCIL BILL NO. 2014- 104

ORDINANCE NO.

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.

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

Section 1. Approval of an agreement with 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 in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from General Fund No. 001-6275-510-8005.

Section 2. That the Director of Public Works is hereby authorized to enter into a agreement on behalf of the City of Joplin with Tri-State Engineering.

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

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

_____, 2014 by a _____ vote.

ATTEST:

_____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the General Fund No. 001-6275-510-8005 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 3, 2014

Item: Council Bill: 2014-107
Originating Department: Planning and Community Development

Attachments: 1) Agreement
2) Council Bill 2014-1047

Planning & Comm Director: Troy Bolander T.B.	Date: 01-27-14
Department Head: Nick Heatherly T.B. FOR N.H.	Date: 01-27-14
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 - 107

SUMMARY:

The following Council Bill is an agreement between the City of Joplin and Bowen National Research, LLC for professional services related to performing a comprehensive housing market analysis to better assess the current market conditions and future housing needs in the City of Joplin. The study will evaluate the impact of the May 2011 Tornado on current demographic, economic and housing market conditions and trends in addition to providing projections for housing demand in the City.

This agreement is the result of a Request for Proposal (RFP) process that was conducted by a four member selection committee comprised of City Staff and local housing experts. Proposals were received by six consulting firms and scored independently by the selection committee. The top two firms were then interviewed and ranked based on the combination of their written proposals, interview, and references. A consensus was reached by the selection committee and negotiations commenced which resulted in the attached agreement.

This agreement will result in the award of $14,900.00 to Bowen National Research, LLC for services requested to conduct the comprehensive housing market analysis. The agreement requires Bowen National Research to meet the scope of work outlined in the RFP in addition to the services proposed in Bowen's response to the RFP which is attached to the agreement as Exhibit B. After the agreement is executed, work will commence no later than one week from the agreement date, with the intent of completing the project within 60 days of the agreement date unless additional time is determined necessary.

City Staff recommends the approval of this Council Bill.

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Bowen National Research, whose address is 155 E. Columbus Street, Suite 220, Pickerington, Ohio 43147, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to provide services to conduct a 2014 Comprehensive Housing Market Analysis focusing within the City limits of Joplin.

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, a Comprehensive Housing Market Analysis for the City of Joplin. The scope of the report will meet the requirements of the City, as outlined below, including, but not limited to, the following:

1. Quantify current housing market conditions for owner-occupied and rental market sectors, utilizing primary and secondary research methods including but not limited to: one-on-one interviews with primary sources (major employers, developers, builders, realtors, City staff), housing vacancies, wait lists, MLS data, prospect traffic levels, Census data, assessor's data, building permit data and other appropriate measures.

2. Develop population and household estimates & projections for each of the affected urban neighborhood or blockgroup. The results of other housing studies that were performed before and after the 2011 tornado will be provided by request.

3. Identify information on the number of units, rental rates, sale prices, accessibility, unit and home size, features and amenities of current housing stock.

4. Determine reasonable rates of absorption for replacement housing programs including short-, mid-, and long-term housing demand estimates by income levels and price point of housing stock.

5. Identify the number of units that have been, or potentially will be, removed and not replaced.

6. Identify strategies, approaches, and recommendations for satisfying the identified housing needs.

7. Identify income levels within the Tornado Affected Area and City as a whole.

8. Estimate the demand for rental and owned units based on income including recommendations on how which type of developments/programs can meet this demand.

9. Determine potential areas where new housing will be allowed within the tornado-affected locations.

10. Identify specific areas of the City to focus redevelopment and housing replacement efforts.

11. Identify general location (Census Block Group level detail at minimum) where new housing developments may be appropriate.

12. Provide analysis of the current demand and recommendations for housing rehabilitation as well as other housing programs addressed in the City's CDBG-DR Action Plans.

13. The Consultant shall provide professional quality deliverables in an electronic format, including the use of readable and useful charts, graphics and tables.

The above mentioned Scope of Services shall also reference and require, at a minimum, the services proposed in attached October 14, 2013 Proposal To Perform a Competitive Housing Market Analysis for Joplin, Missouri as submitted by Bowen National Research and attached here to as Exhibit B.

ARTICLE II - AGREEMENT TIME

1. This Agreement becomes effective on the day and year last shown below. Work shall commence no later than one (1) week from the Agreement date, with the intent of completing the project within 60 days from this date, unless, with the agreement of both parties, additional time is determined necessary.

2. Both parties shall have the right to terminate this Agreement upon ten (10) days' prior written notice by Certified Mail, Return Receipt Requested, to the address mentioned above. Upon written termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

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, and other materials produced in connection with this Agreement shall be retained by the Consultant for at least five years beyond the date on which this agreement is fulfilled or otherwise terminated. Consultant shall provide copies for City of such records upon request. Consultant understands and agrees that the City of Joplin is a public governmental body as defined under Chapter 610, RSMo., and as such, any records in the possession of the City or the Consultant with regard to this contract may be open to the public. Consultant understands and agrees that City shall not be liable for the release of any such records as required by law. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability to Consultant. Consultant shall retain ownership in its databases, computer software and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services shall remain the property of Consultant to the extent provided by law.

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.

ARTICLE IV - COSTS AND PAYMENTS

1. The City shall pay Consultant due on completion of project for the professional fee of exactly:

   $ 14,900.00 (Fourteen Thousand Nine Hundred dollars and zero cents)

2. The City reserves the right to exercise the option for a periodic update to the study according to the Consultant's proposal for the professional fee of exactly:

   $7,900.00 (Seven Thousand Nine Hundred dollars and zero cents)

ARTICLE V – INVOICING AND PAYMENTS

1. The City shall pay the consultant 100 percent of the fee, $ 14,900.00 (Fourteen Thousand Nine Hundred dollars and zero cents) upon completion of this assignment. All payment will be submitted to the address below:

   Accounts Receivable
   Bowen National Research
   155 E. Columbus Street, Ste. 220
   Pickerington, OH 43147

2. Identify the check as – 2014 Joplin Comprehensive Housing Study

3. Consultant's invoices are due upon completion of our work.

ARTICLE VI – STANDARD OF PERFORMANCE

1. The Consultant shall exercise the same degree of care, skill, and diligence in performing the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the services.

2. Notwithstanding anything to the contrary herein, Consultant shall not be responsible for the failure of any consultant, contractor, subcontractor, vendor or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to Owner or to comply with federal, state or local laws, regulations, and codes.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

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

2. The Consultant shall maintain workers' compensation insurance as required by Missouri law, and shall maintain a policy of general liability insurance with combined limits of at least $1,000,000.00.

3. Consultant and City waive all rights against each other for damages covered by property insurance during and after the completion of the services.

ARTICLE VIII – GUARANTY OF FEDERAL WORK AUTHORIZATION PROGRAM

1. Consultant agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a (h) (3) and § RSMo 285.525, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin.

2. Consultant agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City.

3. Consultant agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Consultant does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. (Exhibit A)

4. Consultant agrees to hold harmless and indemnify the City for any liability due to Consultant's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

ARTICLE IX - MISCELLANEOUS

1. CHOICE OF LAW. 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.

2. 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.

3. 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.

4. 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.

5. 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

This Agreement may also be terminated for convenience by either the City or the Consultant, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

6. 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.

7. 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. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

8. CERTIFICATES. In the event that City requests Consultant to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Consultant for review at least fifteen (15) days prior to the requested date of execution. Consultant shall not be required to execute any certificates or documents that in any way would, in Consultant's sole judgment: (a) increase Consultant's legal or contractual obligation or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain.

ARTICLE X - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Consultant and the City for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this 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

_____

Patrick Bowen
Bowen National Research
President

Date: _____

ATTEST:

_____
Name: _____
Title: _____

FOR THE CITY

_____

Mark Rohr,
City Manager

Date: _____

ATTEST:

_____
Troy Bolander,
Planning/Community
Development Manager

_____

Barbara Hogelin,
City Clerk

APPROVED BY:

_____

Brian Head,
City Attorney

Exhibit A

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2012.

_____
Notary Public

My commission expires:

_____

Exhibit B

Proposal to Preform a Competitive Housing Market Analysis for Joplin, Missouri

Proposal

To Perform A
Competitive Housing Market Analysis
For
Joplin, Missouri

Prepared For

City of Joplin
Planning & Community Development Department
602 Main Street
Joplin, MO 64801

Date

October 14, 2013

Patrick M. Bowen, President
155 E. Columbus Street, Ste. 220 | Pickerington, Ohio 43147
Phone: (614) 833-9300 | patrickb@bowennational.com
www.bowennational.com

Bowen National Research

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Bowen National Research

October 14, 2013

City of Joplin
Planning & Community Development Department
602 Main Street
Joplin, MO 64801

To Whom It May Concern:

We are pleased to submit a proposal in response to the City of Joplin Planning & Community Development Department's Request for Proposal to conduct a Competitive Housing Market Analysis for Joplin, Missouri.

Bowen National Research has significant experience in conducting housing needs assessments on a city, county and statewide level. In addition, our firm has experience conducting housing analyses in disaster-impacted areas including Joplin, Missouri and New Orleans, Louisiana. In 2012, our firm completed a statewide housing analysis in Texas on behalf of the Texas Department of Housing and Community Affairs. Further details on these projects, and others, can be found in the Experience of Firm section of this RFP response. Most recently, Bowen National Research completed a comprehensive citywide Housing Assessment for Rock Island, Illinois on behalf of the Rock Island Housing Authority. Currently, our firm is in the process of conducting a Downtown Housing Needs Analysis for the Greater Springfield Chamber of Commerce in Springfield, Illinois.

Within this proposal, Bowen National Research's plan to meet the market analysis objectives is outlined. Bowen National Research has extensive experience producing real estate market studies and housing needs assessments, and has the market analysts, field analysts and support staff to complete this market analysis in an efficient and timely manner. Thank you for giving us the opportunity to present this proposal to you. We hope we have the opportunity to work with you on this project.

Respectfully,

Patrick M. Bowen

Patrick M. Bowen
Bowen National Research

Executive Summary

Bowen National Research is a national real estate market research firm based in Ohio. With experience producing thousands of real estate market feasibility studies nationwide, Bowen National Research provides clients with market studies that evaluate a variety of real estate development alternatives.

Bowen National Research has completed more than 100 housing studies in Missouri, with seven being completed in the city of Joplin. Our firm has studied the city of Joplin four times since the 2011 tornado for proposed Low-Income Housing Tax Credit (LIHTC) projects, with the most recent analysis being completed in September 2013. The previous experience has allowed our firm to build a database of nearly 50 rental housing projects within the city of Joplin and build relationships with property managers, leasing agents and public officials. This local knowledge of the housing market combined with our recent research of housing in Joplin, as well as our national experience of both urban and rural markets, provide our firm with a unique and diverse perspective that will enable us to thoroughly evaluate the Joplin housing market, particularly from both a historical and current market standpoint.

Our firm has evaluated several markets that were impacted by natural disasters and determined the market demand and potential for residential housing. This experience includes multiple studies conducted on behalf of the Louisiana Housing Corporation (the state finance agency) for areas such as the Lower Ninth Ward that were severely impacted by Hurricane Katrina, and included estimates of current market conditions and future housing needs. Additionally, we conducted a county-wide housing needs assessment for the Housing Authority of Hidalgo County (Texas) which included an analysis of the impact on the housing market from Hurricane Dolly. Finally, we have conducted numerous studies in Joplin both before and after the May 2011 tornado for site-specific rental housing development. Each of these studies allowed us to evaluate the impact of natural disasters on the demographic trends, economy and housing market and provide projections for housing demand in the subject markets.

The subject Joplin study will provide an assessment of existing housing conditions, demographics and market demands with an assessment of present and future unmet housing demand. We will identify data on current housing types and trends in the city of Joplin with modest consideration given to the housing demands and availability of the surrounding areas of Jasper County. This includes projections of future demographics and any changes in housing trends. We will provide data related to the conditions, challenges and opportunities in the local housing market while also providing recommendations and strategies for meeting the housing needs of area residents.

Company Background & Qualifications

Bowen National Research is a national real estate market research firm based in Pickerington, Ohio, a Columbus suburb. Our firm has no satellite offices and will not be partnering with any subcontractors on this proposal. With experience producing and reviewing thousands of real estate market feasibility studies nationwide, Bowen National Research provides clients with market studies that evaluate a variety of real estate development alternatives. Our firm has never been involved in any lawsuits regarding our employees or previous work completed.

Bowen National Research provides market feasibility studies for a variety of real estate development alternatives including:

- Low-Income Housing Tax Credit/Tax Credit Bond
- Government-Subsidized
- Market-Rate
- HUD Section 8, 202, 232, 811, 221(d)(3) & (d)(4)
- USDA RD 515 & 514/516
- Rent Comparability Studies
- Tribal/Farmlabor Housing
- Student Housing
- For-Sale Housing
- Senior Living Alternatives
- Retail/Office/Commercial Space
- City/County/Statewide Housing Needs Assessments

The core principle of Bowen National Research is based on thorough and complete field research. Bowen National Research is unique in the field of market research because of its extensive field survey and emphasis on the on-site market conditions.

Staff Qualifications

A summary of each staff member who may be a part of this assignment is below. We do not anticipate any staff changes throughout the duration of this assignment. In the event a staff change occurs, our firm is organized in to departments that work contiguously to complete each analysis and any staff changes would shift appropriately within each department.

Patrick Bowen is the President of Bowen National Research. He has prepared and supervised thousands of market feasibility studies for all types of real estate products, including affordable family and senior housing, multifamily market-rate housing and student housing, since 1996. He has also prepared various studies for submittal as part of

HUD 221(d)(3) & (4), HUD 202 developments and applications for housing for Native Americans. He has also conducted studies and provided advice to city, county and state development entities as it relates to residential development, including affordable and market rate housing, for both rental and for-sale housing. Mr. Bowen has worked closely with many state and federal housing agencies to assist them with their market study guidelines. Mr. Bowen has his bachelor's degree in legal administration (with emphasis on business and law) from the University of West Florida.

Description of duties: Mr. Bowen will serve as the primary contact for this assignment and will oversee all aspects of research and analysis. He will provide market analysis, opinions and recommendations and will serve as the primary author of the report.

Walt Whitmyre is a Market Analyst for Bowen National Research. Two of his most notable projects involved a comprehensive student housing analysis for The Ohio State University, and a 15-city downtown housing assessment for the State of Michigan. Mr. Whitmyre has directed 165 real estate development projects in 15 different states. During his 30 years as a real estate professional, Mr. Whitmyre has been heavily involved in nearly every aspect of the industry. From concept design to construction, he has been responsible for real estate developments totaling $400,000,000 and has acquired valuable insights from the perspectives of both developer and development team member. Mr. Whitmyre's expertise includes development team management, market feasibility studies, site due diligence, design evaluation, project budgeting, and jurisdictional entitlements. Mr. Whitmyre holds a bachelor's degree in Environmental Design/Architecture from the University of Colorado.

Description of duties: Mr. Whitmyre will organize the research and analysis associated with this assignment.

The following individuals will provide research and analysis assistance:

Benjamin J. Braley, Vice President and Market Analyst, has conducted market research for over six years in more than 550 markets throughout the United States. He is experienced in preparing feasibility studies for a variety of applications, including those that meet standards required by state agency and federal housing guidelines. Additionally, Mr. Braley has analyzed markets for single-family home developments, commercial office and retail space, student housing properties and senior housing (i.e. nursing homes, assisted living, continuing care retirement facilities, etc.). Mr. Braley is a member of the National Council of Housing Market Analysts (NCHMA) and graduated from Otterbein College with a bachelor's degree in Economics.

Craig Rupert, Market Analyst, has conducted on-site market analysis in both urban and rural markets throughout the United States. Mr. Rupert is experienced in the evaluation of multiple types of housing programs, including market-rate, Tax Credit and various government subsidies and uses this knowledge and research to provide both qualitative and quantitative analysis. Mr. Rupert has a degree in Hospitality Management from Youngstown State University.

Jack Wiseman, Market Analyst, has conducted extensive market research in over 200 markets throughout the United States. He provides thorough evaluation of site attributes, area competitors, market trends, economic characteristics and a wide range of issues impacting the viability of real estate development. He has evaluated market conditions for a variety of real estate alternatives, including affordable and market-rate apartments, retail and office establishments, educational facilities, marinas and a variety of senior residential alternatives. Mr. Wiseman has a Bachelor of Arts degree in Economics from Miami University.

Stephanie Viren is the Field Research Director at Bowen National Research. Ms. Viren focuses on collecting detailed data concerning housing conditions in various markets throughout the United States. Ms. Viren has extensive interviewing skills and experience and also possesses the expertise necessary to conduct surveys of diverse pools of respondents regarding population and housing trends, housing marketability, economic development and other socioeconomic issues relative to the housing industry. Ms. Viren's professional specialty is condominium and senior housing research. Ms. Viren earned a Bachelor of Arts in Business Administration from Heidelberg College.

Christine Atkins, In-House Research Coordinator, has more than three years of experience in the property management industry and has managed a variety of rental housing types. With experience in conducting site-specific analysis, she has the ability to analyze market and economic trends and conditions. Ms. Atkins holds a Bachelor of Arts in Communication from the University of Cincinnati.

Desireé Johnson is the Executive Administrative Assistant at Bowen National Research. Ms. Johnson is involved in the day-to-day communication with clients. She has been involved in extensive market research in a variety of project types for more than five years. Ms. Johnson has the ability to research, find, analyze and manipulate data in a multitude of ways. Ms. Johnson has an Associate of Applied Science in Office Administration from Columbus State Community College.

Greg Gray, Market Analyst, has more than twelve years of experience conducting site-specific analysis in markets throughout the country. He is especially trained in the evaluation of condominium and senior living developments. Mr. Gray has the ability to provide detailed site-specific analysis as well as evaluate market and economic trends and characteristics.

Lisa Wood, Market Analyst, has conducted site-specific analyses in both rural and urban markets throughout the country. She is also experienced in the day-to-day operation and financing of Low-Income Housing Tax Credit and subsidized properties, which gives her a unique understanding of the impact of housing development on current market conditions.

Chuck Ewing, Market Analyst, has been conducting site-specific analysis throughout the United States since 2009. He has experience in the evaluation of a variety of real estate developments that include affordable and market-rate apartments, senior living facilities, student housing, supportive and disabled veteran housing, farm worker housing and

regional rental supply analysis. Mr. Ewing has a Bachelor of Arts degree in Economics from the Ohio State University.

Marlon Boone, Market Analyst, has conducted site-specific analyses in both metro and rural areas throughout the country. He is familiar with multiple types of rental housing programs, the day-to-day interaction with property managers and leasing agents and the collection of pertinent property details. Mr. Boone graduated from The Ohio State University with a Bachelor of Science in City and Regional Planning, with a concentration in Housing, Development and Real Estate.

Tyler Bowers, Market Analyst, has travelled the country and studied the housing industry in both urban and rural markets. He is able to analyze both the aesthetics and operations of rental housing properties, particularly as they pertain to each particular market. Mr. Bowers has a Bachelor Degree of Arts in History from Indiana University.

June Davis, Office Manager of Bowen National Research, has 24 years experience in market feasibility research. Ms. Davis has overseen production on over 15,000 market studies for projects throughout the United States.

In-House Researchers – Bowen National Research employs a staff of seven in-house researchers who are experienced in the surveying and evaluation of all rental and for-sale housing types, as well as in conducting interviews and surveys with city officials, economic development offices and chambers of commerce, housing authorities and residents.

All analysts of Bowen National Research undergo continuous education through programs and seminars provided by the National Council of Housing Market Analysts (NCHMA) and at various state finance agency conferences throughout the year.

Company Prior Experience

Bowen National Research completes more than 500 market studies nationwide each year, and has conducted more than 100 in Missouri, with seven being conducted specifically in the Joplin market.

Disaster Impact Analysis Experience

Bowen National Research has conducted numerous studies in areas impacted by natural disasters.

Site-Specific Market Analysis – Joplin, Missouri

In October 2011, our firm completed a site-specific analysis for a proposed apartment project to be located in Joplin, Missouri, which had been affected by a tornado in May 2011. Our report addressed the number of housing units destroyed by the tornado, the impact on the local employment base, the number of residents currently using government housing and assistance, and the efforts being made to recover from this disaster. This study was recently updated in September 2013.

Reference:
Mr. Michael Athan | MV Residential Development, LLC
9349 WaterStone Blvd., Cincinnati, OH 45249 | (513) 774-8400

Countywide Rental Housing Needs Analysis & Hurricane Dolly Housing Impact Analysis – Hidalgo County, Texas

In June 2012, Bowen National Research completed a two-part market analysis in response to an RFP released by the Housing Authority of the County of Hidalgo. The first part of this analysis demonstrated the extent of effective demand for rental units that would be occupied by USDA Rural Development. The second part was an analysis that identified the areas and the number of families affected/displaced by Hurricane Dolly in Hidalgo County and the demand and type of housing needed by the affected population.

Reference:
Mr. Mike Lopez | Housing Authority of the County of Hidalgo
1800 N. Texas Blvd., Weslaco, TX 78596 | (956) 973-9100

Rental Housing Needs Assessment – New Orleans, Louisiana

In December 2011, Bowen National Research completed a rental housing needs assessment on behalf of the Louisiana Housing Finance Agency (now known as the Lousiana Housing Corporation) that addressed the New Orleans East District's existing rental housing stock and future rental housing needs as they related to the impact of Hurricane Katrina. Our firm identified all existing/operational, boarded up, vacant and raised rental housing properties in the District and provided a survey of all operational rental housing properties. We were able to make recommendations as to the future

housing needs that should be addressed in the future to meet the needs of the residents of the District.

Reference:
Ms. Brenda Evans | Louisiana Housing Corporation
2415 Quail Drive, Baton Rouge, LA 70808 | (225) 763-8700

Other comprehensive housing studies completed by our firm are highlighted below.

Comprehensive Housing Market Study – Rock Island, Illinois

In November 2012, Bowen National Research was commissioned by the Rock Island Housing Authority to conduct a Comprehensive Housing Market Study to assist the Housing Authority and other involved parties in developing a meaningful sense of the housing market within the city, as well as an understanding of key housing issues in the surrounding area. This study identified current and future housing types and trends in the city of Rock Island, with consideration given to the housing demand and availability of the other Quad Cities and surrounding areas. As part of this analysis we evaluated rental and for-sale housing, evaluated demographic and economic trends, conducted numerous stakeholder interviews, and collected information from nearly 400 residents through in-person and phone intercept surveys regarding the state of housing in Rock Island.

Reference:
Ms. Susan Anderson | Rock Island Housing Authority
227 21st Street, Rock Island, IL 61201 | (309) 788-0825

Statewide Housing Needs Analysis – Texas

In June 2011, Bowen National Research was commissioned by the Texas Department of Housing and Community Affairs in response to their Request for Proposals for a Comprehensive Analysis of Rural and Farmworker Housing in Texas. There were two reports associated with this RFP. The first was an affordable and rural housing analysis of 177 agency-designated rural counties. The second was a farmlabor housing analysis of 59 Texas counties containing 1,000 or more farmworkers. This six-month analysis included a survey of nearly 1,000 rental properties, identification of almost 14,000 for-sale housing units and over 3,000 manufactured homes. Through our research of rental projects, secondary and primary data sources and stakeholder and developer interviews, we were able to draw conclusions, recognize statutory barriers and make recommendations towards the agency's current and future programs. Bowen National Research was able to deliver the first draft one month ahead of schedule in November 2011.

Reference:
Ms. Kate Moore | Texas Department of Housing and Community Affairs
221 E. 11th Street, Austin, TX 78701 | (512) 936-7804

Naturally Occurring Retirement Community (NORC) Analysis – Muncie, Indiana

Bowen National Research was commissioned by Lifestream Services, Inc. (the area office on aging) in 2010 to conduct a NORC study. The purpose was to identify areas within the city of Muncie, Indiana that had high concentrations of seniors and to evaluate the housing and supportive service needs of the community. Work elements included identification of impediments in housing, public transportation, neighborhood walkability, parking, proximity to community services and supportive service programs. Additional work elements included a rental housing survey of a variety of senior housing alternatives, detailed demographic evaluations, and door-to-door intercept surveys with over 100 seniors to obtain first-hand knowledge and opinions of the housing challenges seniors in the area faced. Lifestream is currently using the study as a planning tool and to secure government financing.

Reference:
Ms. Judi Ritter | Lifestream Services, Inc.
PO Box 308, Yorktown, IN 47396 | (800) 589-1121

Housing Needs Assessment and Market Analysis – Lake County, Michigan

In June 2011, Bowen National Research was hired by FiveCAP, Inc. to conduct a Housing Needs Assessment and Market Analysis in Lake County, Michigan. The purpose of this study was to provide an overview of current for-rent and for-sale housing in the area and to determine if opportunities existed for new housing development. The final analysis provided a clear picture of the housing needs of Lake County and will help guide in the future development of housing, both for rent and for sale.

Reference:
Ms. Mary Trucks | FiveCAP, Inc.
302 N. Main Street, Scottville, MI 49454 | (231) 757-3785

Employer Survey and Housing Needs Assessment – Greene County, Pennsylvania

In March 2011, Bowen National Research was commissioned by the Greene County Department of Economic Development to conduct an Employer Survey and Countywide Housing Needs Assessment. The purpose of this report was to provide the county with an overview of current housing conditions and availability within the county and to aide them in future land use planning as the county goes through an increased population and employment incline as a result of the Marcellus Shale gas shale. We surveyed and analyzed multiple types of housing including apartments, single-family rentals, condominiums, for-sale homes and senior living alternatives. We also conducted surveys with area oil and gas workers and oil and gas employers in an effort to provide us with an overall picture of what employees and employers are looking for when it comes to worker housing. The study concluded with a housing gap analysis of for-rent and for-sale housing needs for various income levels.

Reference:
Ms. Robbie Matesic | Greene County Department of Economic Development
49 South Washington Street, Waynesburg, PA 15370 | (724) 852-5300

Hill District Housing Needs Assessment – Pittsburgh, Pennsylvania

In September 2011, the Hill House Economic Development Corporation commissioned Bowen National Research to conduct a Housing Needs Assessment in the Hill District of Pittsburgh, Pennsylvania. The purpose of the study was to provide an overview of current for-rent and for-sale housing in the area and to determine if opportunities existed for new housing development (both affordable and market-rate, family and/or senior). We concluded the report by providing a housing gap analysis and providing recommendations as to the housing type and prices/rents that would best help meet the market's needs.

Reference:
Mr. Herman Tomer | Hill House Economic Development Corporation
1901 Centre Avenue, Suite 202, Pittsburgh, PA 15219 | (412) 392-4400

Affordable Housing Market Analysis – Jacksonville, North Carolina.

In January 2012, Bowen National Research was commissioned by the city of Jacksonville, North Carolina in response to their Request for Qualifications to complete an affordable housing market analysis for a Neighborhood Revitalization Strategy Area (NRSA) in the Downtown Jacksonville area. The City's goal was to purchase and redevelop approximately 35 properties within the NRSA and create a mixed income community with at least 51% of the homes being sold to households earning less than 80% of the 2012 Area Median Income (AMI). As part of this analysis, we personally visited the site neighborhood and evaluated current land uses, potential nuisances, access, visibility and proximity to community services, and provided conclusions as to how the sites' locations impact marketability. Conclusions included an overview of the homeownership housing market, demographic data and how it related to housing demand, an estimate of potential support for additional housing in the site area, a summary of overall housing needs and identification of underserved segments of the market, and general strategies to improve the housing market and an outline of priorities for the development of housing in the NRSA.

Reference:
Ms. Lillie Gray | City of Jacksonville, Community Development Division
815 New Bridge St., Jacksonville, NC 28541-0128 | (910) 938-5285

Statewide Housing Surveys

Bowen National Research periodically conducts statewide Tax Credit rental housing surveys of various states. These surveys, currently completed for six states with others in progress, contain an overall summary of the statewide Tax Credit rental housing market along with county level profiles. Information in these surveys includes demographic and economic trends, statewide occupancy and rental rate data and thematic maps. Our goal for these statewide analyses is to assist the private and public sectors in making informed data-driven housing development decisions.

Scope of Services

A Competitive Housing Market Analysis for the city of Joplin, Missouri will assist Planning & Community Development and other Joplin city officials, as well as developers and other interested stakeholders in assessing the current and future housing needs, formulating initiatives for affordable housing, and examining current land use and economic development trends, specifically as it relates to the impact of a devastating tornado that occurred in 2011.

The study will provide an assessment of existing housing conditions, demographics and market demands with an assessment of present and future unmet housing demand. We will identify data on current housing types and trends in the city of Joplin with modest consideration given to the housing demands and availability of the surrounding areas of Jasper County. This includes projections of future demographics and any changes in housing trends. We will provide data related to the conditions, challenges and opportunities in the local housing market while also providing recommendations and strategies for meeting the housing needs of area residents.

Prior to beginning research, Bowen National Research will hold a conference call with representatives from the City to gain insight into their perspective on overall housing market conditions, to discuss specific requirements of the analysis and timeline, and any other issues that could impact our research and analysis. These representatives and other potential stakeholders will be able to provide valuable insight into the housing market prior to Bowen National beginning data collection, research, and analysis. The following steps outline our proposal to conduct a Competitive Housing Market Analysis for the study area.

Steps for Completion of Housing Market Analysis

Step 1: Identification of the Primary Market Area
Step 2: Evaluation of Demographics, Economics and Housing
Step 3: Stakeholder Interviews and Resident Surveys
Step 4: Completion of Housing Gap Analysis
Step 5: Conclusions/Recommendations

The following pages in this section detail the components of each step and how Bowen National Research will complete each one.

Step 1: Identification of the Primary Market Area

The foundation of the analysis is the establishment of the Primary Market Area (PMA). The PMA is generally described as the smallest geographic area expected to generate most of the support for a proposed project/future development. PMAs are not defined by radius. For the purpose of this analysis, the PMA will be the Joplin city limits. However, since areas outside the immediate Joplin area affect housing potential, we will establish a PMA which will likely be larger than the

targeted Joplin area, as well as an SMA (Secondary Market Area), that will include areas outside of Joplin. Any specific neighborhoods that are determined to have been impacted by the tornado will be delineated and evaluated in greater detail.

Step 2: Evaluation of Demographics, Economics and Housing

A socio-economic profile will be created for the PMA and SMA derived in Step 1. The profile will provide in-depth details about the market area, including population and household characteristics, development characteristics, economic characteristics, current housing stock, and the housing market conditions. Sources used for this portion of the study will include: U.S. Census, ESRI, HISTA, local auditor/assessor, interviews with city officials and other experts, and in-house and "on the ground" field research.

a. Population and Household Characteristics

We will identify the current population and household profiles within the study area and the surrounding county area including, at a minimum, the concentration and population density of low-income, middle-income and high-income areas.

The following population and household characteristics will be analyzed and displayed for the PMA and SMA for the next five (5) years (when possible).

- Population counts and density
- Household demographic characteristics
  - Age levels, household types, changes in household size, special needs populations, race/ethnicity
- Socioeconomic aspects
  - Education levels, housing tenure, households by income range, and median household/family income and poverty statistics
- Mobility/migration patterns
  - Impact the current housing stock may or may not have on household demographic and socioeconomic household characteristics

In addition, interviews will be conducted with local real estate and planning professionals to determine mobility patterns, particularly as it relates to the impact of the 2011 tornado.

b. Economic Characteristics and Trends

We will evaluate numerous economic characteristics and trends for the study area. These data sets include the following:

- Employment by occupation/job sector
- Wages by occupation
- Identification of top individual employers and assessment of potential changes
- Unemployment rates
- Total employment
- In-place employment
- Employee mobility patterns

In addition, Bowen National Research will analyze the 2011 tornado's impact on the local employment base, specific employers, and on the future economic prospects for the market.

c. Housing Stock Inventory

The following housing stock characteristics will be analyzed and displayed for the PMA (based on U.S. Census data and ACS data).

- Housing tenure (renter-occupied vs. owner-occupied)
- Vacancy rates by tenure
- Age of housing
- Types of housing supply (single-family, duplex, multifamily, etc)
- General housing condition (based on evaluation of substandard housing conditions cited in U.S. Census)
- Housing values
- Rent levels
- Foreclosure information (minimum of past six months)
- Building permit data (5-year)
- Identification of residential pipeline (projects either planned for development or under construction)

d. Housing Market Conditions

It is our understanding that the City would like an overview of the entire housing market, including rental housing and for-sale housing. The following is a summary of the research and analysis involved with each housing type considered in this proposal.

Rental Housing

Bowen National Research will identify multifamily rental housing properties in the market area, including government-subsidized and affordable Tax Credit properties, as well as market-rate properties (generally with more than four units at a single location). An in-person field survey will be completed for the market area and will be used to measure the overall strength of the rental market. This is accomplished by an evaluation of unit mix, vacancies, rent levels, and overall quality of product. The field survey shows property-specific information, as well as aggregate information about the apartment market in the market area. A detailed map showing each project identified will be included. The following information will be obtained for each project:

- Target market (i.e. senior, family, special needs, student, etc.)
- Type of project (market-rate, Tax Credit, family, senior, etc.)
- Date of construction and latest renovation (if applicable)
- Type of utilities and those included in rent and paid by tenant
- Number of units, unit mix, and type of unit
- Number of vacancies by unit type
- Rents by unit type, including any concessions or incentives offered
- Project and unit amenities
- Contact name, address, and phone number
- Photographs

The field survey will be analyzed to determine strengths, weaknesses, and trends. In addition, we will provide a map of all surveyed projects.

For Sale Housing

We will identify and evaluate available for-sale housing within the PMA. We will evaluate product by price point, bedroom type, year built, absorption rates, median housing values and location for stand-alone/infill lots and any subdivision. In addition, we will attempt to obtain historical sales data for the past three years.

An evaluation of area home values will also be conducted for the PMA. We will evaluate the appreciation potential of the area as well as evaluate the potential for area residents to move up into newer single-family housing or condominiums.

The following information will be obtained for recent home sales in the area:

- Date of sale/Days on market
- Sale/Asking price
- Address
- Year home built
- Square footage of home

- Last sale date and price
- Characteristics such as number of bedrooms, bathrooms, floors, etc.

In addition to the for-sale housing survey, Bowen National Research will analyze building permit information. Building permit information will be used to analyze the type, location and size of any recent projects.

Because foreclosure activity plays an important role in most housing markets, we will evaluate the area's foreclosure activity (i.e. filings) over the past 6 to 12 months and provide pricing and product information on foreclosed property, as available. We will attempt to identify if there will be an oversupply/undersupply of particular housing types (single-family, duplex, multifamily, etc.) for market-rate or income restricted target markets.

Planned and Proposed Projects

Planned and proposed projects that may impact the market will be discussed. These interviews will be especially important to determine any proposed replacement housing units as a result of the tornado. Building statistics and interviews with officials familiar with area development provide identification of those properties, projects, and infrastructure improvements that might be planned or proposed for the area that will have an impact on the housing market. The research will describe the likelihood of construction, timing of the project, and its impact on the market.

e. Market Conditions

Other market conditions that affect housing conditions and neighborhood perceptions will be researched and presented. These market conditions could include economic conditions, development characteristics, neighborhood perceptions, crime statistics, general property upkeep, proximity to community services, available land, and residential conversions. Much of this information will be gathered through our field research, interviews with property managers and residents, and evaluation of city records.

We will include an estimate of the number of vacant, substandard, overcrowded or abandoned buildings, or other undesirable living conditions, that should be addressed. We will also evaluate and provide estimates for the percentage of housing that may be suitable for rehabilitation.

In addition, with the use of city records, FEMA data and other secondary data, we will attempt to identity the number of housing units that have been, or potentially will be, removed and not replaced.

The on-site field work that Bowen National Research employs with every job gives us a distinct competitive advantage when completing a housing market analysis such as that being considered for Joplin. Representatives of Bowen National Research will visit the market area; it is through the visual

inspections of area housing and conversations with housing managers and local housing experts that true insight is gained in the market conditions within each neighborhood and market area.

It is our understanding that the 2011 tornado caused significant damage to both the rental and for-sale housing markets in Joplin as well as on the local economy. The impact of the tornado on both housing segments will be addressed through the findings of our rental and for-sale housing surveys, as well as through stakeholder interviews and resident surveys (outlined below).

Step 3: Stakeholder Interviews

Throughout Bowen National Research's initial field research and market analysis, numerous local stakeholders will be interviewed. These interviews will provide valuable insight into the Joplin housing market, analyzing current market conditions and perceptions, and development alternatives in the area.

Individuals to be interviewed include:

- Local housing authority representatives
- City planning officials
- City council members
- Economic development officials (including chambers of commerce)
- Neighborhood organizations
- Property managers
- Real estate agents
- Social service providers (including Area Agency on Aging)
- Business Owners

We will incorporate the results of the interviews into our recommendations for development.

Step 4: Housing Gap Analysis

Based on the existing housing stock within the study area and current demographics, a housing gap analysis will be completed for the PMA. The gap analysis will determine whether a deficit or surplus of housing units exists for households at various income bands for rental and for-sale housing. The demand analysis will consider existing current household estimates, as well as household projections by income and tenure. The rental demand calculations will also consider rent-overburdened households and those living in substandard housing. The for-sale demand calculations will take into consideration household growth and the need for replacement housing (older, substandard housing).

We will calculate trends within the Joplin PMA for each target market by identifying net gain, decline and demand of market-rate and income restricted housing (single-family, multifamily, for-sale and for rent) utilizing the following

income stratifications: at or below 40% AMHI, 41% to 60% of AMHI, and above 60% of AMHI. These income stratifications generally correlate to income limits associated with various housing programs and will allow us to identify housing needs and opportunities by affordability level and program type.

We will attempt to identify potential need for additional units by income category and type of family (elderly, large family, small family and single persons) for the PMA and SMA, as well as for the Tornado Affected Area.

Step 5: Conclusions/Recommendations

The conclusions will demonstrate the depth of the market for additional rental and for-sale housing within Joplin. Specific conclusions include:

- An estimate of potential support for each housing type and income level considered in the study that will originate from within, and areas just outside, the market area.
- A profile of typical renters and homeowners who likely would respond to new housing product.
- Recommendations to the types of housing development that should be pursued and supported, as well as types of housing that will be needed in the short, medium and long term (specifically over the next 5 to 10 years). This will include rental housing, affordable and market-rate housing and for-sale housing. This will also include a recommendation as to the number of units needed by housing type and the estimated cost.
- General strategies and best practices that can be implemented to improve the housing market and outlining priorities for developing housing in each market area.
- Based on stakeholder interviews and our own analysis of market conditions, we will provide an overview of how the 2011 tornado impacted the Joplin market (emphasis on housing needs), and provide recommendations on how the city of Joplin can overcome the impact or issues, both real and perceived.

Sample Report Documents

Our firm conducts nearly 500 site-specific market studies nationwide each year for state agencies, housing authorities, developers, syndicators, and government entities. Patrick Bowen, our President and Principal, is a member of the National Council of Affordable Housing Market Analysts (NCHMA) and currently serves on the NCHMA Standards Committee. Summaries of some of the large-scope projects completed by our firm are summarized in Prior Experience section of this proposal (Tab 4). Due to the large number of pages of these report, and in an effort to be economically friendly, we have not provided full printed copies of these reports, but can do so upon request.

Attachment A

THE CITY OF JOPLIN
REQUEST FOR PROPOSAL SUBMISSION FORM
RFP #

Company Bowen National Research

Address 155 E. Columbus St., Ste. 220, Pickerington, OH 43147

Contact Person Patrick Bowen

Telephone Number (614) 833-9300

Email patrickb@bowennational.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.
SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust

laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:
Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this 14 day of October, 2013.

BY:

Signature Date: 10/14/2013

Name (Printed): Patrick M. Bowen

Title: President

Signature: Patrick M. Bowen

Attachment B

THE CITY OF JOPLIN
PROPOSAL COST SUMMARY FORM

The City is requesting two (2) prices. The first price is a lump sum price to create the initial market research analysis. The second price is a set fee to update the analysis at 6 months after the initial report and 1 year after the initial report. The second price should reflect a price per each update so that the City can determine whether or not to select one, both, or none of the update options. This decision to elect to have the initial study updated will be solely made by the City of Joplin. The City of Joplin does not guarantee that the contract will include any update options. Pricing is all-inclusive including all expenses (personnel, office rent, copy work, mileage, etc.). The City of Joplin will not pay any other expenses.

Description	Price
Lump sum price to create the initial market research analysis per the specifications provided in Section 4 (pages 4-5) of the Request for Proposal. The initial analysis shall be completed by December 31, 2013	$ 14,900
Fee for Optional Update(s)	$ 7,900

Name of Company: Bowen National Research

Name (Printed): Patrick M. Bowen

Signature: Patrick M. Bowen

Date: 10/14/2013

Cost Proposal

To Perform A
Competitive Housing Market Analysis
For
Joplin, Missouri

Prepared For

City of Joplin
Planning & Community Development Department
602 Main Street
Joplin, MO 64801

Date

October 14, 2013

Patrick M. Bowen, President
155 E. Columbus Street, Ste. 220 | Pickerington, Ohio 43147
Phone: (614) 833-9300 | patrickb@bowennational.com
www.bowennational.com

Bowen National Research

The fee for the initial Competitive Housing Market Analysis will not exceed $14,900. This fee is all-inclusive and includes all out-of-pocket expenses. Bowen National Research will be responsible for any overages.

We anticipate additional discussions with the City to modify or refine objectives. This might impact the final cost analysis, which Bowen National Research will provide in writing prior to initiating the analysis.

Hourly rates for the various departments involved in preparation of this analysis are listed below:

Staffing Fee Schedule		
Position	Hourly Rate	Cost
Principal	$125	$2,535
Market Analyst	$75	$4,475
Field Analyst	$50	$2,250
In-House Research Specialist	$40	$1,490
GIS/Mapping	$50	$750
Production	$30	$720
Profit	10%	$1,490
Travel/Incidentals	8%	$1,190
	Total	$14,900

In the event the City requests a formal presentation of the report, the City will be required to pay for the travel expenses and hourly rate of Bowen National Research's representative. All travel expenses and estimated fees for the presentation will be provided to the City for approval prior to scheduling the trip and presentation.

We have also included the cost to update the study at 6-month and 12-month intervals from the initial research. The cost for an updated study would be $7,900. This fee is all-inclusive and includes all out-of-pocket expenses. Bowen National Research will be responsible for any overages.

Patrick M. Bowen

Patrick M. Bowen
Bowen National Research
155 E. Columbus St., Ste. 220
Pickerington, OH 43147
(614) 833-9300

COUNCIL BILL NO. 2014-107 **ORDINANCE NO.**

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

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

Section 1. That the City enter into an Agreement, attached hereto as Exhibit A, between the City of Joplin and Bowen National Research, LLC 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

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.

Section 3. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 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 3, 2014

ITEM: Council Bill 2014-603 amending the Classification and Pay Plan adopted by Ordinance No. 2012-173, and authorizing the updating of certain job descriptions presently in use by the City and containing an emergency clause.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2014-603, Summary Sheet, Descriptions for updated classifications, Revised Classification and Pay Plan.

DEPARTMENT HEAD:	Varying	**DATE:**
CITY MANAGER:	R. Mark Rohr	**DATE:** 1-28-14
CITY ATTORNEY:	Brian Head	**DATE:** 1-27-14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 1-27-14
HUMAN RESOURCES DIRECTOR:	Dave Allgood	**DATE:** 1-22-14

SUMMARY:

This Council Bill approves updating job descriptions for the Departments within the City of Joplin Classification and Pay System and a revised Classification and Pay Plan.

DISCUSSION:

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

Several of the job descriptions listed on the attached Summary Sheet represent updates brought about by changes and updates in the positions listed. They and others also include updates in terminology, changes in technology, essential functions and adding the background check requirement to the qualifications. Some of these job descriptions have not been updated since 1993.

The revised Classification and Pay Plan reflects these changes as well.

Personnel Board has reviewed and approved the descriptions.

The City Manager has reviewed and approved these descriptions.

RECOMMENDATION:

Staff recommends approval of this Council Bill.

COUNCIL BILL NO. 2014-63 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

Section 3. That this being an Ordinance affecting expenditures of the City government and having to do with the expenditure of public funds, shall be considered and Emergency Ordinance within the meaning of Section 2.12(3) (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effectively immediately upon its passage.

Council Bill No. 2014-63 (Continued)

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

City of Joplin

Council bill 2014-63
3-Feb-14
SUMMARY SHEET OF CHANGES

Department	Position	Reason for Change	in pay plan
Parks and Recreation	Arborist	Replace the position provided by grant that is ending-	yes
City Managers office	Asst to City Manager	Changes title of Grants Coordiantor to expand job duties	yes
City Managers office	Auto Mechanic I	Update to job description - new wording/requirements etc	yes
City Managers office	Auto Mechanic II	Update to job description - new wording/requirements etc	yes
CVB	Director of Sales/CVB	Update to job description - new wording/requirements etc	yes
Public Works	Planning & Community Development Manager	Replaces position/title of Asst City Planner - job description unchanged	yes

JOB DESCRIPTION
CITY OF JOPLIN
ARBORIST

TITLE: ARBORIST

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

To manage Joplin's urban forest resources, parks, and park facilities to improve the quality of life, the environment, and the economic well-being of citizen's and guests.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance, dependability and communication are extremely important in this job.
- Must maintain confidentiality.

SPECIFIC TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Develop, administer, and supervise the urban forest management plan and the forest management program.
- Supervise and coordinate the maintenance and inspection, replacement, planting, fertilization, pruning and pest control for boulevard and park trees and trees within City forests and landscaped areas throughout the City, including layout. Conduct soil testing and weed inspection.
- Maintain tree inventory and hazard tree assessment for boulevard and park trees and trees within City forests.
- Supervise maintenance of the tree nursery, including researching tree species and purchasing stock.
- Supervise the Dutch Elm disease control program which includes detection, public notification, removal, injection, and conducting research to monitor changing conditions.
- Supervise public education.
- Coordinate removal of waste wood and production of woodchips for landscaping use.
- Develop, administer, and supervise the park and landscape maintenance programs.
- Perform administrative duties; develop, monitor, and oversee budget; write, research, monitor and account for all grant funding; maintain required records for forestry-related activities; evaluate programs and recommends improvements.
- Direct assigned employees in the completion of their responsibilities; priorities, schedule, and assign work; provide for training of employees in proper work methods and procedures, including pesticide application, pruning, planting, and irrigation; inspect work sites and insure compliance.
- Act as a liaison to other departments, divisions, outside agencies, and the general public in order to coordinate departmental operations, interpret departmental objectives, solicit input, respond to inquiries, requests, and complaints.
- Represent the department at public meetings, community boards, and government commissions.
- Provide expertise and technical assistance to other divisions, department, and agencies.
- Coordinate volunteers for Arbor Day planting, trail maintenance, etc.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in effectively communicating in oral and written forms for the purpose of providing and obtaining information.
- Ability to establish and maintain effective working relationships with public officials and the general public.

MATHEMATICAL ABILITY

- Knowledge of soil sciences, including soil sample analysts.
- Ability to develop and monitor large budgets.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of effective management and supervisory practices.
- Knowledge of applicable computer software programs, such as tree inventory programs.
- Skill in writing grants and securing grant funds.
- Skill in applying forest, park, tree nursery, and garden maintenance policies and procedures.
- Skill in managing multiple projects at a time.

PHYSICAL REQUIREMENTS

- Ability to transport oneself to, from, and around projects, programs, and public meeting sites.
- Ability to operate a personal computer

ENVIRONMENTAL ADAPTABILITY

- Extensive knowledge of the policies, procedures, laws, and equipment used for park, trail, turf, and athletic field management.
- Extensive knowledge of arboricultural practices and the policies, procedures, laws, and equipment use for urban and traditional forest maintenance, including: tree inventory procedures, pest control practices, silviculture, landscape architecture, and forest ecology.
- Knowledge of traffic control laws, rules, and procedures.
- Extensive knowledge of horticultural practices, including: growing annuals, perennials, shrubs, roses, and ground cover, fertilization, pest control, and watering.
- Extensive knowledge of tree nursery management practices, including: soil management, pest control, pruning, fertilization, transplanting, potting, watering, and mulching.
- Knowledge of public and private grant programs for applicable projects, such as trail maintenance and disaster relief.

GENERAL QUALIFICATIONS:

- Possession of a degree in forest management or a related field plus three years of verifiable experience in urban forestry or in a position with duties similar to those described above ; or
- A combination of education and experience equivalent to five years in forest management or a related field.
- Possession of a valid Missouri Class "D" driver's license.
- Possession of a Pest Applicator's License.

- Certification as an Arborist.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

Employee Name (Please Print) _____ Date _____

Employee Name (Signature) _____

PARKS DEPARTMENT	APPROVED:
ORDINANCE #	PAY RANGE:300

JOB DESCRIPTION
CITY OF JOPLIN
ASSISTANT TO THE CITY MANAGER

TITLE: ASSISTANT TO THE CITY MANAGER

DEPARTMENT: CITY MANAGER'S OFFICE

DESCRIPTION:

The primary function of this position is to assist the City Manager, Assistant City Manager, department heads and other city staff with a variety of highly complex administrative functions, special projects and activities. The incumbent will utilize project management, planning, research and support skills to accomplish the duties and assignments given. Assignments and projects are carried out under the supervision of the Assistant City Manager and work is reviewed through meetings, reports and results.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Assist the City Manager, the Assistant City Manager, department heads and other city staff with a variety of highly complex administrative functions and special projects, including preparing various correspondences.
- Plan and execute various tasks related to assigned projects including project management, conducting research and coordination for assigned special projects and programs, and performing statistical analyses as requested.
- Supervise and monitor assigned projects; maintain files and records related to projects and activities; compose routine and special correspondence.
- Prepare written correspondence for the City Manager to various external agencies; communicate with the public regarding complaints, concerns and requests for information.
- Prepare and administer budgets in relation to assigned projects; develop administrative procedures as required; make recommendations to City management regarding programs, services equipment and personnel.
- Prepare and present staff reports and other necessary correspondence; develop and present recommendations on programs, policies and procedures as a result of assigned projects.
- Apply for grants through the City Manager's office and assist other departments with the evaluation and monitoring of grant-funded programs to ensure adherence to guidelines of granting agent; reviews written reports for compliance with grant requirements.
- May confer with department heads and managers to develop program goals/objectives.
- Respond to and resolve difficult and sensitive inquiries and complaints.
- May supervise and direct interns for the City Manager's office.
- Acts as the city manager's office liaison in working with Neighborhood Services staff to develop and implement neighborhood programs.
- Assists with downtown development and redevelopment projects as needed.

SPECIFIC TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Attend and participate in professional group meetings
- Stay abreast of new trends and innovations in the field of city management and administration

- Answers telephone and handles customer inquiries.
- Assists with special events and programs, as needed.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Requires the ability to process, calculate, compute, summate, and/or tabulate data and/or information. Includes the ability to perform subsequent action in relation to these computational operations.
- Requires the ability to explain, demonstrate and clarify to others established policies, procedures and standards. Ability to follow specific instructions and respond to requests from others.
- Requires the ability to utilize a wide variety of reference and technical data and information such as financial reports, spreadsheets, regulations, payroll reports, payment records, collection reports, journal entries, balance sheets, invoices, billing statements, insurance forms, purchase orders, accounts payable reports, computer software operating manuals, accounting principles and correspondence.
- Requires the ability to communicate at a high level both orally and in written correspondence.
- Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

MATHEMATICAL ABILITY

- Requires the ability to perform addition, subtraction, multiplication, division calculate percentages, discounts, and decimals.
- Requires the ability to learn and apply formulas using database software and spreadsheets.
- Requires knowledge of statistical principles and methods.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Requires the ability to carry out instructions furnished in written, oral or diagram form. Involves semi-routine standardized work, with some latitude for independent judgment regarding choices of action.
- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise sound judgment, decisiveness and creativity required in situations involving the evaluation of information against measurable or verifiable criteria.

PHYSICAL REQUIREMENTS

- Requires the ability to operate a variety of office equipment such as personal computer, word processor, telephone, fax machine, calculator/adding machine, camera, computer printer and photocopier.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some combination of lifting, sitting, and carrying of objects weighing twenty-five pounds. Tasks may involve extended periods of time at a keyboard or workstation.

ENVIRONMENTAL ADAPTABILITY

- Tasks are generally performed in safe and comfortable office surroundings. May experience exposure to adverse environmental conditions that include exposure to environmental factors such as temperature variations and extremes, violence, humidity, disease and/or dust.

GENERAL QUALIFICATIONS:

- Bachelor's degree in Public Administration or a closely related field and two to three years' experience in government management/administration, preferably in a municipal setting.
- Master's degree in public administration preferred. Must have a strong knowledge of personal computers and software applications, including word processing, database and spreadsheet applications.
- Interpersonal, oral and writing skills and the ability to interact positively with a diverse population.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____
Employee Name (Please Print) Date

_____
Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
AUTOMOTIVE MECHANIC I

TITLE: AUTOMOTIVE MECHANIC I

DEPARTMENT: CITY MANAGER'S OFFICE

DESCRIPTION:

Under general supervision, performs journey level diagnosis, maintenance, and repair on a variety of powered vehicles and equipment.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Inspects diagnoses, and repairs power mowers, tractors, automobiles, and trucks; diagnoses and repairs braking, electrical, air conditioning, and cooling systems.
- Services and tunes engines, overhauls and rebuilds transmissions, rear-end assemblies, carburetors, fuel injectors, fuel and water pumps, hydraulic systems, and entire engines.
- Installs clutches, shock absorbers, radiators, lights, electrical components, and other parts as needed.
- Keeps records of repairs made, parts used, and time worked for vehicles serviced.
- Locates and purchases parts needed for maintenance/repairs; calls parts vendor and orders needed parts, running for parts if timely delivery is not available.
- Test drives/operates vehicles after repairs are completed to ensure all needed repairs have been made.
- Builds and installs custom/special use equipment, including some welding when necessary; cleans shop area as necessary.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with other City employees and automotive parts/supplies vendors.

MATHEMATICAL ABILITY

- Skill in operating a variety of technical diagnostic equipment used on automotive equipment.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of parts and supplies needed to perform a variety of maintenance and repairs on automotive equipment/vehicles.

- Knowledge of local vendors carrying a variety of parts and supplies needed to perform a variety of maintenance and repairs on automotive equipment/vehicles.
- Skill in diagnosing, maintaining, and repairing a variety of automotive equipment/vehicles.
- Skill in understanding and following complex directions and instructions.

PHYSICAL REQUIREMENTS

- Requires high levels of standing, bending, twisting, squatting, and carrying.
- Medium to heavy lifting may be required in specific positions.
- Manual dexterity to such a degree as to allow proper assembly, maintenance, and operation of job related equipment such as specialized maintenance/repair tools and equipment or vehicles.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self and others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of the methods, principles, practices, tools, and materials of the mechanic's trade.
- Knowledge of the principles and mechanics of internal combustion engines.
- Skill in operating a variety of motorized equipment and vehicles.
- Skill in the use of hand and power tools associated with the diagnosis, maintenance, and repair of automotive equipment/vehicles.

GENERAL QUALIFICATIONS:

- Experience equivalent to four years full time journey level automotive equipment/vehicle diagnosis, maintenance, and repair work.
- Must possess a valid Missouri CDL at the level required for the equipment operated.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

Employee Name (Please Print) _____ Date _____

Employee Name (Signature) _____

JOB DESCRIPTION
CITY OF JOPLIN
AUTOMOTIVE MECHANIC II

TITLE: AUTOMOTIVE MECHANIC II

DEPARTMENT: CITY MANAGER'S OFFICE

DESCRIPTION:

Under general supervision, performs journey level diagnosis, maintenance, and repair on a variety of powered vehicles and equipment.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Equipment Technician inspection and diagnoses, repairs power mowers, tractors, automobiles, and trucks; diagnoses and repairs braking, electrical, air conditioning, and cooling systems.
- Services and tunes engines, overhauls and rebuilds transmissions, rear-end assemblies, carburetors, fuel injectors, fuel and water pumps, hydraulic systems, and entire engines.
- Installs clutches, shock absorbers, radiators, lights, electrical components, and other parts as needed.
- Maintains records of repairs made, parts used, and time worked for vehicles serviced and prepares reports as assigned via computer software to log labor and service history.
- Locates and purchases parts needed for maintenance/repairs; calls parts vendor and orders needed parts, running for parts if timely delivery is not available.
- Test drives/operates vehicles before/after in order to diagnose or evaluate repairs to ensure all needed repairs have been made.
- Builds and installs custom/special use equipment, including some welding when necessary; cleans shop area as necessary.
- Performs routine repairs on heavy machinery, heavy duty trucks, diesel engines, automotive equipment, back hoes, loaders, diesel tractors and mowing equipment.
- Troubleshoots/ diagnoses and repairs electrical systems, electronic ignition systems, hydraulic hoses and systems, cooling systems, brake systems for specialized and complex heavy machinery, heavy-duty trucks, automotive, reads and interprets computer based repair manuals.
- Provides technical advice and assistance to others.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with other City employees and automotive parts/supplies vendors.

MATHEMATICAL ABILITY

- Skill in operating a variety of technical diagnostic equipment used on automotive equipment.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of parts and supplies needed to perform a variety of maintenance and repairs on automotive equipment/vehicles.
- Knowledge of local vendors carrying a variety of parts and supplies needed to perform a variety of maintenance and repairs on automotive equipment/vehicles.
- Skill in diagnosing, maintaining, and repairing a variety of automotive equipment/vehicles.
- Skill in understanding and following complex directions and instructions.

PHYSICAL REQUIREMENTS

- Requires high levels of standing, bending, twisting, squatting, and carrying.
- Medium to heavy lifting may be required in specific positions.
- Manual dexterity to such a degree as to allow proper assembly, maintenance, and operation of job related equipment such as specialized maintenance/repair tools and equipment or vehicles.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self and others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of the methods, principles, practices, tools, and materials of the mechanic's trade.
- Knowledge of the principles and mechanics of internal combustion engines.
- Skill in operating a variety of motorized equipment and vehicles.
- Skill in the use of hand and power tools associated with the diagnosis, maintenance, and repair of automotive equipment/vehicles.

GENERAL QUALIFICATIONS:

- Experience equivalent to four years full time journey level automotive equipment/vehicle diagnosis, maintenance, and repair work.
- Must possess a valid Missouri CDL at the level required for the equipment operated.
- ASE Certification(s).
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
DIRECTOR OF SALES/CVB

TITLE: DIRECTOR OF SALES

DEPARTMENT: CONVENTION & VISITORS BUREAU

DESCRIPTION:

Under general direction, manages a program to promote, market and sale the convention, meeting space and tourism opportunities within the region supported by the Joplin Convention & Visitors Bureau (JCVB) of the City of Joplin. May perform marketing related duties.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Keen knowledge, interest and ability to sale Joplin as a destination.
- Ability to travel.
- Effective oral and written communication skills.
- Good negotiation skills.

SPECIFIC TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Responsible for promoting and selling the Joplin region as a convention destination to meeting professionals within the tourism industry.
- Maintains close working relationships with area hotels, convention center, banquet centers and area attractions. Serves as liaison between clients and these facilities.
- Conducts quarterly meetings with area hotel sales professionals and attractions for updates on bureau sales activities.
- Assist director in establishing measurable annual sales goals for JCVB.
- Directs all email and direct mail campaigns to promote Joplin region.
- Develops state cooperative marketing grant opportunities.
- Researches new group business by prospecting group web sites, convention/group databases, directories and other sources producing sales leads for CVB membership.
- Secures new convention business for the region through research, direct mail, telephone and email solicitation, social media and direct sales calls.
- Prepares fiscal year convention and trade show schedule, with budget expectations.
- Produces definite room night business in accordance with goals established within designated market segments.
- Coordinates/conducts meeting planner site inspections and bid presentations considering the Joplin region as a convention destination.
- Attends industry tradeshows and marketplaces to generate tourism business leads.
- Prepares customized bid packets and makes bid presentations to clients.
- Develops and participates in CVB "FAM" Familiarization Tours.
- Plans and participates in client site tours of regional meeting venues.
- Plans and participates in sales missions along with Joplin region hospitality partners.
- Provides sales activity and needs at weekly staff meetings.

- Prepares Monthly Sales Report: contacts, goals vs. actuals, sales status, convention and trade show recap and sales strategy plan updates, for the JCVB Director and Advisory Board.
- Maintains statistical data pertaining to conventions held and booked, and their regional economic impact.
- Maintains client activity in a database.
- Provides input to CVB Director regarding advertising placement in convention industry publications.
- Oversees membership within convention industry organizations.
- Participates in industry events and represents the bureau at statewide events.
- Work a flexible schedule as necessary to include nights, weekends and holidays.
- Maintains a working knowledge of the City of Joplin and the JCVB organizations.
- Travel as required.
- Performs other duties as directed by the CVB Director.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to read and interpret documents such as procedure manuals.
- Ability to write reports and correspondence.
- Ability to conduct meetings, make sales presentations and speak effectively while presenting information and responding to questions from, customers, civic leaders and the general public.
- Effective oral and written communication skills required.
- Good negotiation skills.

MATHEMATICAL ABILITY

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Good reasoning ability. Ability to apply common sense understanding to carry out furnished instructions in written and oral form.
- Aptitude to work with others, maintain heavy workloads and handle frequent interruptions.

PHYSICAL REQUIREMENTS

- The physical requirement described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to sit, stand, walk and drive a vehicle. The employee must occasionally lift and/or move up to 25 pounds.

GENERAL QUALIFICATIONS:

- Bachelor's Degree in Business Administration, Marketing or a tourism related discipline, and two to five years related direct sales management experience and/or training; or equivalent combination of education and experience.

- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

Employee Name (Please Print) Date

Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
PLANNING/ COMMUNITY DEVELOPMENT MANAGER

TITLE: PLANNING/COMMUNITY DEVELOPMENT MANAGER

DEPARTMENT: PUBLIC WORKS

DESCRIPTION:
Under limited supervision, develops, administers, and enforces ordinances pertaining to City zoning, land development, and community development.

GENERAL DUTIES AND RESPONSIBILITIES:
THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Assists property owners, realtors, and developers in interpreting zoning and land use ordinances to facilitate preparation and presentation of master development plans for Planning and Zoning Commission and/or City Council approval.
- Researches and prepares reports regarding environmental and economic impact of proposed development projects.
- Serves as principal planner for the Joplin Area Transportation Study organization; reviews, evaluates, and updates the Comprehensive Development Plan and the Transportation Plan.
- Attends meetings of various Boards and Commissions, representing the City of Joplin, to explain planning and zoning issues, policies, and procedures, answer questions regarding interpretation of zoning and land use ordinances and guidelines, and identify/resolve problems that may occur regarding major development activities.
- Ensures that all zoning and land use ordinances are consistently and equitably enforced.
- Recommends changes in zoning and land use ordinances.
- Coordinator for the Joplin-Webb City Metro Enterprise Zone.
- Directs and participates in the preparation of the Community Development Block Grant (CDBG) application for funding.
- Coordinates applicant, City Council and Department of Housing and Urban Development (HUD) interaction in the CDBG application process.
- Oversees the implementation and administration of CDBG programs for the rehabilitation of single family and multifamily dwellings.
- Monitors the City's CDBG program to ensure compliance with Federal regulations and laws.
- Plans, assigns and reviews the work of professional and technical staff engaged in planning and zoning and community development programs.
- Participates in the selection, training and evaluation of assigned staff; prepares and monitors budgets for assigned areas.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

JOB DESCRIPTION
CITY OF JOPLIN
PLANNING/ COMMUNITY DEVELOPMENT MANAGER

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with property owners, real estate/ industrial developers, Board and Commission members, grant applicants and the public.
- Skill in expressing ideas effectively, both orally and in writing.

MATHEMATICAL ABILITY

- Knowledge of the principles and practices of public administration, including budgeting, program planning/development, project management, and employee training and supervision.
- Skill in preparing, analyzing, and evaluating a variety of urban planning and community development plans and projects.
- Skill in researching, analyzing, and evaluating information and data regarding planning, zoning and community development issues.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of factors influencing the planning and construction of major real estate and industrial development projects.
- Knowledge of the principles and practices of community development.
- Knowledge of Community Development Block Grant program regulations.
- Knowledge of the principles and practices of urban planning.
- Knowledge of City of Joplin zoning/land use ordinances and guidelines.
- Skill in understanding and interpreting complex laws, rules, regulations, and guidelines.
- Skill in maintaining a variety of records and preparing a variety of reports.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing.
- Manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of the principles and practices of real estate/industrial development planning.
- Knowledge of economic and social characteristics and needs of the different community areas.
- Skill in planning, organizing and directing the work of subordinate staff.

GENERAL QUALIFICATIONS:

- A Bachelor's degree in Urban Planning, Public Administration, Community Development or closely related area.
- Experience equivalent to five years full-time professional level urban planning and/or community development work.
- Two years in a supervisory or administrative capacity.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PUBLIC WORKS DEPARTMENT	APPROVED:
ORDINANCE #	PAY RANGE: 340

CITY OF JOPLIN-SCHEDULE "A'
SALARY ADMINISTRATION PLAN
AS OF NOVEMBER 1, 2012 - Updated 2.3.13 (Ordinance # 2012-173)
PERFORMANCE & COMPETENCY PLAN
* - unclassified position according to city charter

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
100	Clerk	19,240	20,010	20,810	21,642	27,919		
	Cook	9.250	9.620	10.005	10.405	13.422		45%
110	Laborer I	21,212	22,060	22,943	23,860	30,780		
	Custodian	10.198	10.606	11.030	11.471	14.798		45%
	Utility Worker							
	WIC Certifier							
120	Airport Operations Worker	22,272	23,163	24,090	25,053	32,319		
	Court Assistant I	10.708	11.136	11.582	12.045	15.538		45%
	Golf Course Operator							
	Transit Dispatcher							
	Transit Driver I							
130	Automotive Service Worker	23,386	24,321	25,294	26,306	33,935		
	Laborer II	11.243	11.693	12.161	12.647	16.315		45%
	Parking Enforcement Officer							
	Senior Clerk							
	Small Engine Mechanic							
	Transit Driver II							
	Wastewater Laboratory Assistant							
	Wastewater Plant Utility Worker							
140	Compliance Officer I	24,555	25,538	26,559	27,621	35,632		
	Detention Officer	11.805	12.278	12.769	13.280	17.131		45%
	Engineering Assistant							
	Equipment Operator							
	Human Resources Assistant							
	Parks Caretaker							
	Utility Locator							
150	Animal Control Officer	25,783	26,814	27,887	29,003	37,413		
	CVB Tourism & Events Specialist	12.396	12.892	13.407	13.944	17.987		45%
	Court Assistant II							
	Licensed Practical Nurse							
	Parks Facilities Maintenance Technician							
	Traffic Markings and Sign Technician							
	Transit Driver Supervisor							

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
160	Accounting Specialist	28,426	29,563	30,745	31,975	41,248		
	Airport Operations Supervisor	13.666	14.213	14.781	15.373	19.831		45%
	Automotive Mechanic I							
	Compliance Officer II							
	Evidence Technician							
	Heavy Equipment Operator							
	Human Resources Specialist							
	Legal Specialist							
	Police Officer Trainee							
	Public Safety Communications Operator							
	Systems Operator							
	Wastewater Plant Operator							
170	Assistant City Clerk	29,847	31,041	32,283	33,574	43,310		
	Chief Wastewater Plant Operator I	14.350	14.924	15.521	16.141	20.822		45%
	Crime Analyst/Accreditation Coordinator	10.2497	10.6597	11.0861	11.5295	14.8731		
	Engineering Technician							
	* Executive Assistant/Sec to City Manager							
	Firefighter/EMT							
	Jail Shift Supervisor							
	Lead Cemetery Caretaker							
	Lead Parks Caretaker							
	Neighborhood Improvement Officer							
	Police Officer I							
	Traffic Signal Technician							
	Wastewater Laboratory Technician							
180	Automotive Mechanic II	31,340	32,593	33,897	35,253	45,476		
	Building Maintenance Technician	15.067	15.670	16.297	16.948	21.863		45%
	Neighborhood Services Coordinator							
	Nutritionist I (E)							
	Recycling Coordinator (E)							
	Wastewater Plant Technician							
190	Building Inspector	32,907	34,223	35,592	37,015	47,750		
	Chief Wastewater Plant Operator II	15.820	16.453	17.111	17.796	22.957		45%
	Construction Inspector	11.3003	11.7523	12.2224	12.7113	16.3976		
	Environmental Public Health Specialist I (E)							
	Fire Driver/Engineer							
	GIS Technician							
	Police Officer II							
	Property Negotiator/Appraiser							

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
200	Community Health Planner/Educator (E)	34,552	35,934	37,371	38,866	50,137		
	Disaster Recovery Coordinator (E)	16.611	17.276	17.967	18.686	24.104		45%
	Golf and Athletic Field Maint Supervisor (E)							
	Golf Course Maintenance Supervisor (E)							
	Nutritionist II (E)							
	Planner (E)							
	Police Corporal							
	Public Safety Communications Supervisor							
210	Athletic Manager (E)	36,279	37,731	39,240	40,809	52,644		
	Building Maintenance Supervisor (E)	17.442	18.140	18.865	19.620	25.310		45%
	Chief Wastewater Plant Technician							
	Communications Technician							
	Director of Sales/CVB (E)							
	Environmental Public Health Specialist II (E)							
	Facility & Events Manager (E)							
	Fire Apparatus Fleet Manager							
	IT Analyst							
	Land Surveyor (E)							
	Public Safety Communications Manager (E)							
300	Arborist (E)	38,093	39,617	41,202	42,850		57,419	
	Assistant to the City Manager (E)	18.314	19.047	19.809	20.601		27.605	51%
	Fleet Maintenance Supervisor (E)							
	Infrastructure Maintenance Supervisor (E)							
	Plans Reviewer							
	Recreation Supervisor (E)							
	Wastewater Laboratory Supervisor							
	Wastewater Pretreatment Inspector							
310	Communications Technician Manager (E)	39,998	41,598	43,262	44,992		60,290	
	Community Health Nurse (E)	19.230	19.999	20.799	21.631		28.985	51%
	Emergency Management Coordinator (E)	13.7356	14.2850	14.8564	15.4507		20.7039	
	Fire Captain							
	Fire Marshal (E)							
	Jail Administrator (E)							
	Parks Facilities Maintenance Supervisor (E)							
	Police Sergeant							
	Public Information Officer (E)							
	Regional Response Planner (E)							
	Senior Accountant (E)							
	Transportation Coordinator (E)							
	WIC Services Coordinator (E)							

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
320	* Assistant Director of Human Resources (E)	41,998	43,678	45,425	47,242		63,304	
	Financial Analyst (E)	20.191	20.999	21.839	22.713		30.435	51%
	Medical Services Coordinator (E)							
	Parks Maintenance Supervisor (E)							
	* Public Defender (E)							
330	Airport Manager (E)	44,098	45,862	47,696	49,604		66,470	
	* Assistant City Prosecutor (E)	21.201	22.049	22.931	23.848		31.957	51%
	* City Clerk (E)							
	Civil Engineer I (E)							
	Fire Training Chief (E)							
	* Municipal Court Administrator (E)							
340	Battalion Chief (E)	46,303	48,155	50,081	52,084		69,793	
	CDBG Project Manager (E)	22.261	23.151	24.077	25.041		33.554	51%
	Chief Building Official (E)							
	City Prosecutor (E)	15.9007	16.5367	17.1982	17.8861		23.9674	
	* Infrastructure Superintendent (E)							
	Neighborhood Services Manager (E)							
	Network Manager							
	Planning/ Community Development Manager (E)							
	Police Lieutenant (E)							
	Wastewater Plant Superintendent (E)							
350	* Assistant City Attorney (E)	48,618	50,563	52,585	54,689		73,283	
	* Assistant Director of Health & Env/Epid Coordinator (E)	23.374	24.309	25.281	26.293		35.232	51%
	* Assistant Director of Parks and Recreation (E)							
	Civil Engineer II (E)							
	* CVB Director (E)							
360	* Assistant Finance Director (E)	51,049	53,091	55,214	57,423		76,947	
	* Assistant Police Chief (E)	24.543	25.524	26.545	27.607		36.994	51%
	* Deputy Fire Chief (E)							
370	Engineering Manager (E)	59,095	61,459	63,918	66,474		89,076	
	* Human Resources Director/Risk Mgmt (E)	28.411	29.548	30.730	31.959		42.825	51%
380	* Assistant Director of Public Works/Planning Development (E)	62,050	64,532	67,113	69,798		93,529	
	* Assistant Director of Public Works/Operations (E)	29.832	31.025	32.266	33.557		44.966	51%
	* Community Health Director (E)							
	* Municipal Judge (E)							
	* Parks & Recreation Director (E)							
390	* Finance Director (E)	65,153	67,759	70,469	73,288		98,206	
	* Director of Information Services (E)	31.323	32.576	33.879	35.235		47.214	51%
400	* Fire Chief (E)	68,410	71,147	73,993	76,952		103,116	
	* Police Chief (E)	32.890	34.205	35.573	36.996		49.575	51%
410	* Assistant City Manager (E)	71,831	74,704	77,692	80,800		108,272	
	* City Attorney (E)	34.534	35.915	37.352	38.846		52.054	51%
	* Public Works Director (E)							

Revised and Updated 1/23/2014

	Part-Time Hourly	Step 1	Step 2	Step 3
500	Peer Counselor	9.620	10.005	10.405
515	Interpreter/Translator Police Reserve Officer	10.161	10.567	10.990
520	Lead Peer Counselor	11.540	12.002	12.482
530	Court Bailiff	15.000	15.600	16.224

	Seasonal Hourly	Step 1	Step 2	Step 3
600	Lifeguard Cashier	8.250	8.580	8.923
610	Recreation Instructor	9.075	9.438	9.816
620	Laborer Pool Operator	9.438	9.816	10.209
630	School Crossing Guard	9.816	10.209	10.617
640	Aquatic Supervisor Day Camp Director	10.209	10.617	11.042
650	School Crossing Guard Coordinator	10.617	11.042	11.484

FIRST READING

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

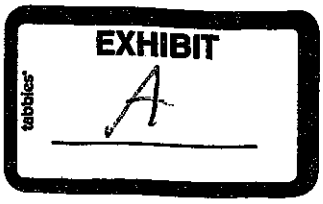
ATTEST:_____
City Clerk

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

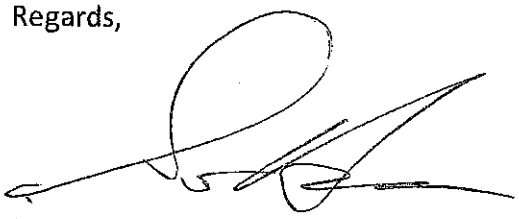
New Jersey Hazard Mitigation Plan and Analysis for Counties and Basic Disaster Plans - FEMA

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:

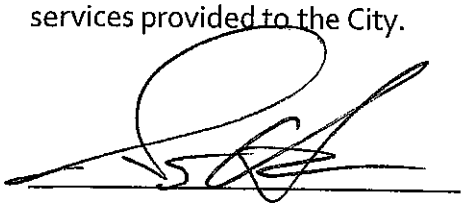
Scott Hartmann
Writing Assistance, Inc.
3140 Harbor Lane, Suite 130
Plymouth, MN 55447
direct:763-551-9797
toll free: 877-392-9772
fax: 763-551-9767
scott.hartmann@writingassist.com
www.writingassist.com

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