COUNCIL AGENDA
Monday, June 3, 2019
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. Clifford Wert To Present An Update On Connect2Culture And Spiva Center For The Arts

   2. Presentation And Update Of The Joplin Youth Council And Confirmation Of The Appointments: Audrey Wheeler; Kambrea Manning; Riley Peterson, Dillon Dodge, Rosalyn Jourdan, Jane Min, Cora Wesley, Jake Saunders, Chloe Bonds, Spencer Vreeland, Julian Garrett.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. SEMI-ANNUAL INSURANCE UPDATE

      Documents:

      CITY OF JOPLIN HEALTH STRATEGY INITIATIVE COUNCIL PRESENTATION JUNE 3 2019.PDF
      COUNCIL PRESENTATION JUNE 2019.PDF

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-263
      AN ORDINANCE approving 1506 and 1510 S. Pearl Avenue to include in District R-3
      (Apartments District), Jasper County, Missouri.

      Documents:

      CB 2019-263 MINUTES.PDF
      CB 2019-263 STAFF REPORT.PDF
      CB 2019-263 SUMMARY.PDF
      CB 2019-263.PDF

   3. COUNCIL BILL NO. 2019-264
      AN ORDINANCE approving the location approximately 500 feet west of the property
      addressed as 2902 N. St. Louis Avenue to include in District R-2 (Two-Family Residential

District), Jasper County, Missouri.

Documents:

2019-264 SUMMARY.PDF
CB 2019-264 MINUTES.PDF
CB 2019-264 STAFF REPORT.PDF
CB 2019-264.PDF

8. Consent Agenda

1. May 20, 2019 Informal Council Meeting Notes

   Documents:

   INF NOTES MAY 20.PDF

2. Minutes Of The May 20, 2019 City Council Meeting

   Documents:

   MAY 20, 2019.PDF

3. COUNCIL BILL NO. 2019-003

   AN ORDINANCE of the city of Joplin, Missouri establishing procedures and requirements relating to construction and deployment of small wireless facilities.

   Documents:

   CB2019-003.PDF

4. COUNCIL BILL NO. 2019-262
   COUNCIL BILL NO. 2019-262-AN ORDINANCE amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Appendix A, Land Use Table, by adding language to permit medical marijuana facilities in certain districts.

   Documents:

   CB2019-262.PDF

5. COUNCIL BILL NO. 2019-612

   AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Missouri Department of Conservation, an agency of the State of Missouri, ("MDC"), and the National Audubon Society, Inc., a New York not-for-profit corporation, ("Audubon"), for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon; authorizing the City of Joplin to enter into an agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin.

Documents:

CB2019-612.PDF

6. COUNCIL BILL NO. 2019-613
AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin.

Documents:

CB2019-613.PDF

9. Resolutions

1. RESOLUTION NO. 2019-007
A RESOLUTION authorizing the filing of a Seventeenth Amendment of the Round 1 Action Plan with the U.S. Department of Housing and Urban Development (HUD) as required for the use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

Documents:

RS 2019-007 MAP.PDF
RS 2019-007 SUMMARY.PDF
RS 2019-007.PDF
RS 2019-007-ROUND 1 AMENDMENT 17.PDF

10. Ordinances - Emergency

1. COUNCIL BILL 2019-128
AN ORDINANCE authorizing the acceptance with Olsson in the not to exceed amount of Two Hundred Thirty-Eight Thousand and no/100 Dollars ($238,000.00) for ADA & Sidewalk Assessment; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2019-128 OLSSON.PDF
ADA ASSESSMENT WA.PDF
OLSSON- CB 2019-128.PDF

2. COUNCIL BILL NO. 2019-129
AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates in the not to exceed amount of Sixty-Five Thousand and 00/100 Dollars ($65,000.00) for 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project and containing an emergency clause.

Documents:

CB 2019-129 AMA-OC-2019-002 SUMMARY SHEET_10B.PDF
ACE WORK AREAS UNDER PO 2019-129.PDF

COMPLETE WA AMA-OC-2019-129.PDF
COUNCIL BILL 2019-129-AMA TOOL BOX 2018-2019.PDF

3. COUNCIL BILL NO. 2019-509
   AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

   Documents:

   CB 2019-509 SUMMARY BUDGET AMENDMENT.PDF
   CB 2019-509 BUDGET AMENDMENT ORDINANCE.PDF
   CB 2019-509 SCHEDULE A BUDGET AMENDMENT JUNE 3 2019.PDF

11. **Ordinances - First Reading**

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

    1. News From The Public Information Officer, Lynn Onstot

Anyone wishing to address the Council should step to the podium and state his/her 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 (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)



Preliminary Financial Statement and Budget to Actual Report

May 13, 2019

City of Joplin

Segal Consulting

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Discussion Objectives

- 2018 and 2019 YTD financial statements
- Projected vs. Actual Income and Expense
  - Twelve-Month Period Ending December 31, 2018
  - Three-Month Period Ending March 31, 2019
- Anthem 2018 and 2019 YTD claims, enrollment and utilization summaries

2018 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date
Beginning Balance	$2,541,194 [1]	$2,594,740	$2,712,483	$2,660,366	$2,760,061	$2,838,780	$2,904,760	$3,047,185	$3,084,925	$3,095,214	$3,166,598	$3,198,863	$2,541,194 [1]
Income													
City Contributions	$377,637	$379,438	$381,401	$360,344	$377,622	$379,780	$377,635	$383,900	$377,361	$376,294	$373,620	$197,479	$4,342,512
Employee Contributions [2]	105,576	107,195	106,863	102,096	106,090	104,608	108,141	116,932	104,324	103,401	111,219	63,580	1,240,024
Interest Income [3]	1,212	0	0	0	0	0	917	0	0	(180)	0	1,121	3,070
Total	$484,425	$486,633	$488,264	$462,440	$483,712	$484,388	$486,693	$500,832	$481,685	$479,515	$484,839	$262,180	$5,585,606
Expense													
Medical [4]	$229,117	$165,723	$324,615	$167,142	$203,763	$197,920	$134,429	$242,153	$291,086	$208,942	$221,127	$253,288	$2,639,304
Stop Loss Reimbursements	0	0	0	0	0	0	(68)	0	0	0	(89)	0	(156)
Prescription Drug [4]	94,938	97,713	112,579	92,522	98,504	119,719	103,006	118,049	76,289	95,501	127,392	92,269	1,228,481
Dental Premium	26,023	26,416	26,750	26,654	26,426	26,549	27,148	26,692	26,854	26,749	26,198	26,160	318,619
Vision Premium	3,242	3,295	3,318	3,372	3,307	3,295	3,375	3,329	3,322	3,323	3,268	3,232	39,678
Life Premium	6,749	6,642	6,662	6,695	6,637	6,625	6,697	6,653	6,797	6,700	6,591	6,639	80,087
Stop-Loss Premium	42,259	42,169	42,311	42,257	42,306	42,386	42,362	41,983	42,692	42,611	42,314	42,217	507,867
Medical Administration	21,354	21,260	21,308	21,260	21,217	21,304	21,563	21,347	21,347	21,260	21,130	21,217	255,567
Special Events & Promotions	5	5	5	10	0	10	0	53	176	910	10	2,086	3,270
ACA Fees	0	0	0	0	0	0	2,923	0	0	0	0	0	2,923
Administration [5]	7,193	5,667	2,833	2,833	2,833	601	2,833	2,833	2,833	2,135	4,633	2,833	40,060
Total	$430,880	$368,890	$540,381	$362,745	$404,993	$418,409	$344,268	$463,092	$471,396	$408,131	$452,574	$449,941	$5,115,699
Operating Surplus/(Deficit)	$53,546	$117,743	($52,117)	$99,695	$78,719	$65,979	$142,425	$37,740	$10,289	$71,384	$32,265	($187,761)	$469,907
Ending Balance	$2,594,740	$2,712,483	$2,660,366	$2,760,061	$2,838,780	$2,904,760	$3,047,185	$3,084,925	$3,095,214	$3,166,598	$3,198,863	$3,011,102	$3,011,101
Active/COBRA Lives	487	483	487	482	483	484	486	488	485	485	482	477	484
Retiree Lives	8	8	8	8	8	7	8	8	8	8	8	9	8
Total	495	491	495	490	491	491	494	496	493	493	490	486	492

[1] *Adjusted based on reconciliation to audited statements.*
[2] *Employee contributions include Retiree and COBRA contributions.*
[3] *Interest income includes "Other Income" line item from financial statements.*
[4] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Includes "Claims Refunded" line item from financial statements.*
[5] *Administration Expense includes "Operating Equipment" and "Building Improvements" line items from financial statements.*

2019 YTD Financial Statement

	January	February	March	Year to Date
Beginning Balance	$3,011,102	$3,362,359	$3,400,940	$3,011,102
Income				
City Contributions	$562,163	$378,894	$376,061	$1,317,118
Employee Contributions[1]	144,154	103,552	104,566	352,272
Interest Income	0	0	0	0
Total	$706,317	$482,446	$480,627	$1,669,390
Expense				
Medical[2]	$222,179	$156,865	$178,676	557,720
Stop Loss Reimbursements	0	0	0	0
Prescription Drug[2]	95,693	108,127	152,215	356,035
Dental Premium	26,161	25,885	26,228	78,274
Vision Premium	3,455	3,399	3,486	10,340
Life Premium	7,641	7,577	7,665	22,883
Stop-Loss Premium	0	94,711	47,518	142,229
Medical Administration	0	44,384	20,739	65,123
Special Events & Promotions	(2,986)	0	5	(2,981)
ACA Fees	0	0	0	0
Administration[3]	2,917	2,917	2,917	8,751
Total	$355,060	$443,865	$439,449	$1,238,374
Operating Surplus/(Deficit)	$351,257	$38,581	$41,178	$431,016
Ending Balance	$3,362,359	$3,400,940	$3,442,118	$3,442,118
Active/COBRA Lives	492	487	495	491
Retiree Lives	9	8	8	8
Total	501	495	503	499

[1] *Employee contributions include Retiree and COBRA contributions.*
[2] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Incldues "Claims Refunded" line item from financial statements.*
[3] *Administration Expense includes "Operating Equipment" and "Building Improvements" line item from financial statements.*

Projected vs. Actual Income and Expense
Twelve-Month Period Ending December 31, 2018

	Projected		Actual		% Difference	
Income	**PEPM**	**12 Mo. Total**	**PEPM**	**12 Mo. Total**	***PEPM***	***12 Mo. Total***
City Contributions	$767.33	$4,521,100	$735.52	$4,342,512	*-4.1%*	*-4.0%*
Employee Contributions[1]	216.19	1,273,800	210.03	1,240,024	*-2.8%*	*-2.7%*
Interest Income	NP	NP	0.52	3,070		
Total Income	$983.52	$5,794,900	$946.07	$5,585,606	*-3.8%*	*-3.6%*
Expense						
Medical[2]	$459.88	$2,709,600	$447.01	$2,639,147	*-2.8%*	*-2.6%*
Prescription Drug	203.62	1,199,700	208.08	1,228,481	*2.2%*	*2.4%*
Dental Premium	54.12	318,900	53.97	318,619	*-0.3%*	*-0.1%*
Vision Premium	6.77	39,900	6.72	39,678	*-0.7%*	*-0.6%*
Life Premium	13.59	80,100	13.56	80,087	*-0.2%*	*0.0%*
Stop-Loss Premium	85.71	505,000	86.02	507,867	*0.4%*	*0.6%*
Medical Administration	41.11	242,200	43.29	255,567	*5.3%*	*5.5%*
ACA Fees[3]	0.49	2,900	0.50	2,923	*2.0%*	*0.8%*
Administration	NP	NP	7.34	43,330		
Total Expense	$865.29	$5,098,300	$866.49	$5,115,699	*0.1%*	*0.3%*
Operating Surplus (Deficit)	$118.23	$696,600	$79.58	$469,907		
Active	483		484			
Retiree and COBRA	8		8			
Total Employees[4]	**491**		**492**			

[1] *Includes Retiree/COBRA contributions.*
[2] *Net of stop-loss reimbursements.*
[3] *The 2018 ACA Fees were projected on an incurred basis.*
[4] *Total may vary from Anthem data due to rounding.*
NP = Not Projected
PEPM = Per Employee Per Month

Projected vs. Actual Income and Expense
Three-Month Period Ending March 31, 2019

	Projected		Actual		% Difference	
Income	**PEPM**	**3 Mo. Total**	**PEPM**	**3 Mo. Total**	***PEPM***	***3 Mo. Total***
City Contributions	$768.31	$1,131,700	$879.84	$1,317,118	*14.5%*	*16.4%*
Employee Contributions[1]	216.19	318,400	235.32	352,272	*8.8%*	*10.6%*
Interest Income	NP	NP	-	0		
Total Income	$984.50	$1,450,100	$1,115.16	$1,669,390	*13.3%*	*15.1%*
Expense						
Medical[2]	$546.72	$805,300	$372.56	$557,720	*-31.9%*	*-30.7%*
Prescription Drug	219.91	323,900	237.83	356,035	*8.1%*	*9.9%*
Dental Premium	54.12	79,700	52.29	78,274	*-3.4%*	*-1.8%*
Vision Premium	6.77	10,000	6.91	10,340	*2.1%*	*3.4%*
Life Premium	14.56	21,400	15.29	22,883	*5.0%*	*6.9%*
Stop-Loss Premium	95.99	141,400	95.01	142,229	*-1.0%*	*0.6%*
Medical Administration	41.11	60,600	43.50	65,123	*5.8%*	*7.5%*
ACA Fees	-	0	-	0		
Administration	NP	NP	3.85	5,770		
Total Expense	$979.18	$1,442,300	$827.24	$1,238,374	*-15.5%*	*-14.1%*
Operating Surplus (Deficit)	$5.32	$7,800	$287.92	$431,016		
Active	483		491			
Retiree and COBRA	8		8			
Total Employees[3]	**491**		**499**			

[1] Includes Retiree/COBRA contributions.
[2] Net of stop-loss reimbursements.
[3] Total may vary from Anthem data due to rounding.
NP = Not Projected
PEPM = Per Employee Per Month

2018 & 2019 YTD Enrollment Split

	2018											
	January	February	March	April	May	June	July	August	September	October	November	December
Members												
Employee	241	235	239	236	235	239	241	239	237	234	233	234
Employee & Spouse/Dependent	84	86	86	86	86	82	82	86	86	88	86	86
Employee & Child/Children	75	75	75	70	68	68	71	77	74	74	73	71
Family	802	807	807	798	809	801	802	797	800	808	803	780
Total	**1,202**	**1,203**	**1,207**	**1,190**	**1,198**	**1,190**	**1,196**	**1,199**	**1,197**	**1,204**	**1,195**	**1,171**
Employees												
Employee	241	235	239	236	235	239	241	239	237	234	233	234
Employee & Spouse/Dependent	42	43	43	43	43	41	41	43	43	44	43	43
Employee & Child/Children	25	25	25	24	23	23	24	27	26	26	26	25
Family	187	188	188	187	190	188	188	187	187	189	188	184
Total	**495**	**491**	**495**	**490**	**491**	**491**	**494**	**496**	**493**	**493**	**490**	**486**

	2019											
	January	February	March	April	May	June	July	August	September	October	November	December
Members												
Employee	245	252	256									
Employee & Spouse/Dependent	84	84	86									
Employee & Child/Children	71	71	73									
Family	771	765	754									
Total	**1,171**	**1,172**	**1,169**									
Employees												
Employee	245	252	256									
Employee & Spouse/Dependent	42	42	43									
Employee & Child/Children	24	24	25									
Family	182	180	177									
Total	**493**	**498**	**501**									

2018 & 2019 YTD Medical Claims and Enrollment Summary

Month	Sum of Paid Medical Claims [1]	Number of Members	Number of Employees	Paid Medical Claims Per Member Per Month	Paid Medical Claims Per Employee Per Month
January - 2018	$275,019	1,202	495	$228.80	$555.59
February	$198,553	1,203	491	$165.05	$404.38
March	$242,434	1,207	495	$200.86	$489.77
April	$136,474	1,190	490	$114.68	$278.52
May	$248,199	1,198	491	$207.18	$505.50
June	$128,559	1,190	491	$108.03	$261.83
July	$200,222	1,196	494	$167.41	$405.31
August	$221,441	1,199	496	$184.69	$446.45
September	$235,340	1,197	493	$196.61	$477.36
October	$320,274	1,204	493	$266.01	$649.64
November	$177,695	1,195	490	$148.70	$362.64
December	$249,276	1,171	486	$212.87	$512.91
YTD - 2018	**$2,633,487**	**1,196**	**492**	**$183.49**	**$446.05**
January - 2019	$167,428	1,171	493	$142.98	$339.61
February	$173,249	1,172	498	$147.82	$347.89
March	$221,609	1,169	501	$189.57	$442.33
YTD - 2019	**$562,286**	**1,171**	**497**	**$160.06**	**$377.12**
3 Month - 2018	**$716,006**	**1,204**	**494**	**$198.23**	**$483.13**

[1] *As reported by Anthem*

2018 & 2019 YTD Prescription Drug Claims and Enrollment Summary

Month	Sum of Paid Prescription Drug Claims	Number of Members	Number of Employees	Paid Prescription Drug Claims Per Member Per Month	Paid Prescription Drug Claims Per Employee Per Month
January - 2018	$94,938	1,202	495	$78.98	$191.79
February	$97,713	1,203	491	$81.22	$199.01
March	$112,579	1,207	495	$93.27	$227.43
April	$92,522	1,190	490	$77.75	$188.82
May	$98,504	1,198	491	$82.22	$200.62
June	$119,719	1,190	491	$100.60	$243.83
July	$103,006	1,196	494	$86.13	$208.51
August	$118,049	1,199	496	$98.46	$238.00
September	$76,289	1,197	493	$63.73	$154.74
October	$95,501	1,204	493	$79.32	$193.71
November	$127,392	1,195	490	$106.60	$259.98
December	$92,269	1,171	486	$78.80	$189.85
YTD - 2018	**$1,228,480**	**1,196**	**492**	**$85.60**	**$208.08**
January - 2019	$95,693	1,171	493	$81.72	$194.10
February	$108,127	1,172	498	$92.26	$217.12
March	$152,215	1,169	501	$130.21	$303.82
YTD - 2019	**$356,035**	**1,171**	**497**	**$101.35**	**$238.79**
3 Month - 2018	**$305,230**	**1,204**	**494**	**$84.50**	**$205.96**

2018 & 2019 YTD Total Medical and Prescription Drug Claims and Enrollment Summary

Month	Sum of Total Paid Claims [1]	Number of Members	Number of Employees	Paid Total Claims Per Member Per Month	Paid Total Claims Per Employee Per Month
January - 2018	$369,957	1,202	495	$307.78	$747.39
February	$296,266	1,203	491	$246.27	$603.39
March	$355,013	1,207	495	$294.13	$717.20
April	$228,996	1,190	490	$192.43	$467.34
May	$346,703	1,198	491	$289.40	$706.12
June	$248,278	1,190	491	$208.64	$505.66
July	$303,228	1,196	494	$253.54	$613.82
August	$339,490	1,199	496	$283.14	$684.46
September	$311,629	1,197	493	$260.34	$632.11
October	$415,774	1,204	493	$345.33	$843.36
November	$305,087	1,195	490	$255.30	$622.63
December	$341,545	1,171	486	$291.67	$702.77
YTD - 2018	**$3,861,967**	**1,196**	**492**	**$269.09**	**$654.13**
January - 2019	$263,121	1,171	493	$224.70	$533.71
February	$281,376	1,172	498	$240.08	$565.01
March	$373,824	1,169	501	$319.78	$746.16
YTD - 2019	**$918,321**	**1,171**	**497**	**$261.41**	**$615.91**
3 Month - 2018	**$1,021,236**	**1,204**	**494**	**$282.73**	**$689.09**

[1] *As reported by Anthem*

Anthem Three-Year Utilization Summary

	Prior Period (2 years ago): April 2016 - March 2017	Prior Period (1 year ago): April 2017 - March 2018	Current Period: April 2018 - March 2019
Admissions/Visits/Services by Provider Type			
Inpatient facility (admissions)	58	68	52
Outpatient facility (visits)	1,960	1,856	1,699
Professional (services)	19,677	19,174	17,829
Paid Claims by Provider Type[1]			
Inpatient facility	$657,378	$710,897	$536,975
Outpatient facility	$1,028,694	$932,502	$801,859
Professional	$1,270,990	$1,217,302	$1,140,934
Total	**$2,957,062**	**$2,860,701**	**$2,479,768**

[1] Paid claims do not reflect stop-loss reimbursements

Enrollment and Claims

Enrollment and Claims Metrics	Baseline			
Indicator	**2016**	**2017**	**2018**	**YTD 2019 [1]**
Average Enrolled Participants				
Total - Enrolled Employees	515	507	492	497
Total - Enrolled Members	1,259	1,223	1,197	1,171
Paid Expenses[2]				
Total Paid Expenses (medical and prescription drug)	$4,312,267	$3,946,533	$3,861,967	$918,321
Paid Expenses - Per Employee Per Month	$697.78	$648.67	$654.13	$615.91
Paid Expenses - Per Member Per Month	$285.43	$268.91	$268.86	$261.41

[1] Through March 31, 2019

[2] Paid expenses do not reflect stop-loss reimbursements

January: Portion Control	February: Cardiovascular Health	March: Sleep
65 employees signed up to participate	49 employees signed up to participate	49 employees signed up to participate
9 employees earned full points	15 employees earned full points	5 employees earned full points
48 completed the challenge	42 completed the challenge	37 completed the challenge

Future Topics:

April: Benefits of Walking

May: Mental Health Awareness

June: Oral Health

July: See Your PCP

August: Importance of Drinking Water

September: Fruit and Veggie Consumption

October: Cancer Awareness

November: Diabetes Awareness

December: Tobacco Awareness



PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2019-263

Case 015-19: 1506 and 1510 S. Pearl Avenue – A request to rezone from Single-Family Residential (R-1) District to Apartment House (R-3) District for the construction of apartments – God's Resort

Mr. Jay Sinclair, representing God's Resort located 1501 S. Pearl, Joplin, MO. God's Resort is a transitional housing ministry in the heart of Joplin. We are known on the streets. eleven (11) years ago when we began there, that area was known as the last resort. It was the heart of a lot of bad things. We have improved the area and now have 30 homes and apartments that we use as a tool to help people who are relationally and economically stuck. We have built a wonderful community in that neighborhood and in the process change the face of the neighborhood. We look forward to more development in that area, not just economically, but socially and the spirit of the Community.

Mr. Ramsour asked if there were any questions from the Commissioners?

Mr. Eastman asked if there was a floor plan?

Mr. Sinclair stated that we have built two (2) five plexus and we propose to build the same floor plan which has been approved by the City in the past.

Mr. Eastman asked if they were two story or just one story?

Mr. Sinclair stated that they are single story buildings. The front apartment is a two-bedroom home and the four apartments behind it are one-bedroom homes. The rent is considerably lower which is to help with the transition and a stability plan has to be made. Most people are behind on their utilities and this lets them catch up on the utilities so eventually they will be able to rent a place on their own or even buy a home on their own.

Mr. Dermott stated that on the application form that north of the property is zone R-3. Does it go to the corner?

Mr. Sinclair stated that the corner lot is a privately-owned home. Just the two in the middle.

Mr. Ramsour asked if there were any other questions from the commissioners? There was not. Also, asked if there was anyone that would like to speak in favor of this case? There was not. Anyone that would like to speak against this case? There was not.

MRS. KOELKEBECK MOVED, SECONDED BY MR. EASTMAN, TO APPROVE CASE 015-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: May 13, 2019
City Council Meeting: June 3, 2019

STAFF PLANNING REPORT
Rezoning

CASE 015-19 A request to rezone from R-1 (Single Family Residential District) to R-3 (Apartment House District)

LOCATION 1506 and 1510 S. Pearl Avenue

APPLICANT God's Resort (Jay St. Clair)

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant Lots	Approximately 0.3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single Family Residential	Single Family Residential	Single Family Residential	Single Family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this lot as Single Family Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Pearl Ave.	Local	60 ft.

UTILITIES Utilities already serve these properties and will not need to be extended.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Although the Future Land Use map shows this property as appropriate for single-family residential, there are existing multi-family residential districts and apartments nearby towards the north and east of the property. The requested multi-family zoning district is not any different than what currently exists in this neighborhood.

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

The existing residential single-family residential zoning does not permit apartments and multi-family residential units.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning this property to a multi-family residential district will have the greatest impact on nearby single-family homes. The current density requirements for single-family residential districts permits one living unit per lot for a total of two living units (one living unit or home on each lot). The change to an apartment house district will allow a density of one living unit per 2,500 sq. feet of lot space for a total of 5 living units.

DISCUSSION

The applicant (God's Resort) has made a significant investment into this neighborhood over the years. This neighborhood was once known for high crime rates and deteriorated housing. But, that trend has changed, and the neighborhood has seen an improvement in the crime rates and the preservation of property values because of God's Resort investment and presence in the neighborhood. God's Resort currently owns 30 homes/apartments and a community center that serves the whole neighborhood. Their transitional housing ministry has a proven track record of improving people's lives in the neighborhood. Staff believes their investment and construction of apartments will yield similar results. Even though single-family property values can sometimes be negatively impacted by adjacent higher density residential developments, the opposite can occur in deteriorating residential neighborhoods as we have already seen in this neighborhood.

Staff recommends approval of Case 015-19.

ATTACHMENTS

- Application

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.: 015-19
Filing Fee: $500.00
Date Advertised: 4-28-19
Date Notices Sent 4-26-19
Public Hearing Date: 5-13-19

APPLICANT: God's Resort / Jay St Clair PHONE: (417) 850-0675
ADDRESS: P.O. Box 4981 Joplin, Mo ZIP: 64803
OWNER: God's Resort PHONE:
ADDRESS: P.O. Box 4981 Joplin MO ZIP: 64803
LOCATION OF PROPERTY: 1510 S. Pearl Joplin, MO 64804
LEGAL DESCRIPTION: All of lot Numbered One hundred twenty-seven (127) in John C. Cox Jr's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat there of.

Present Zoning R-1 Requested Zoning: R-3 Acreage:
Present Use of Property:

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	residential	R-3
South	residential	R-1
East	residential / office	R-1
West	residential	R-1

CHARACTER OF THE NEIGHBORHOOD: Residential

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO- multiple fam. to North & east
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Currently does not allow more than one fam. unit

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Pearl
2. Classification of Street(s):
   Arterial_____ Collector_____ Local ↘
3. Right-of-Way Width: _____
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: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The property was previously condemned. It was purchased by a donor & given to us. Subsequently we demolished the structure - would like to build a new 5plex apartment b/ldg for our ministry.

SIGNATURE: [signature] DATE: 2-27-19

BY: _____

TITLE: Executive Director

GOD'S RESORT
1501 S. Pearl Street • PO Box 4981 • Joplin, MO 64803 • 417-553-4080

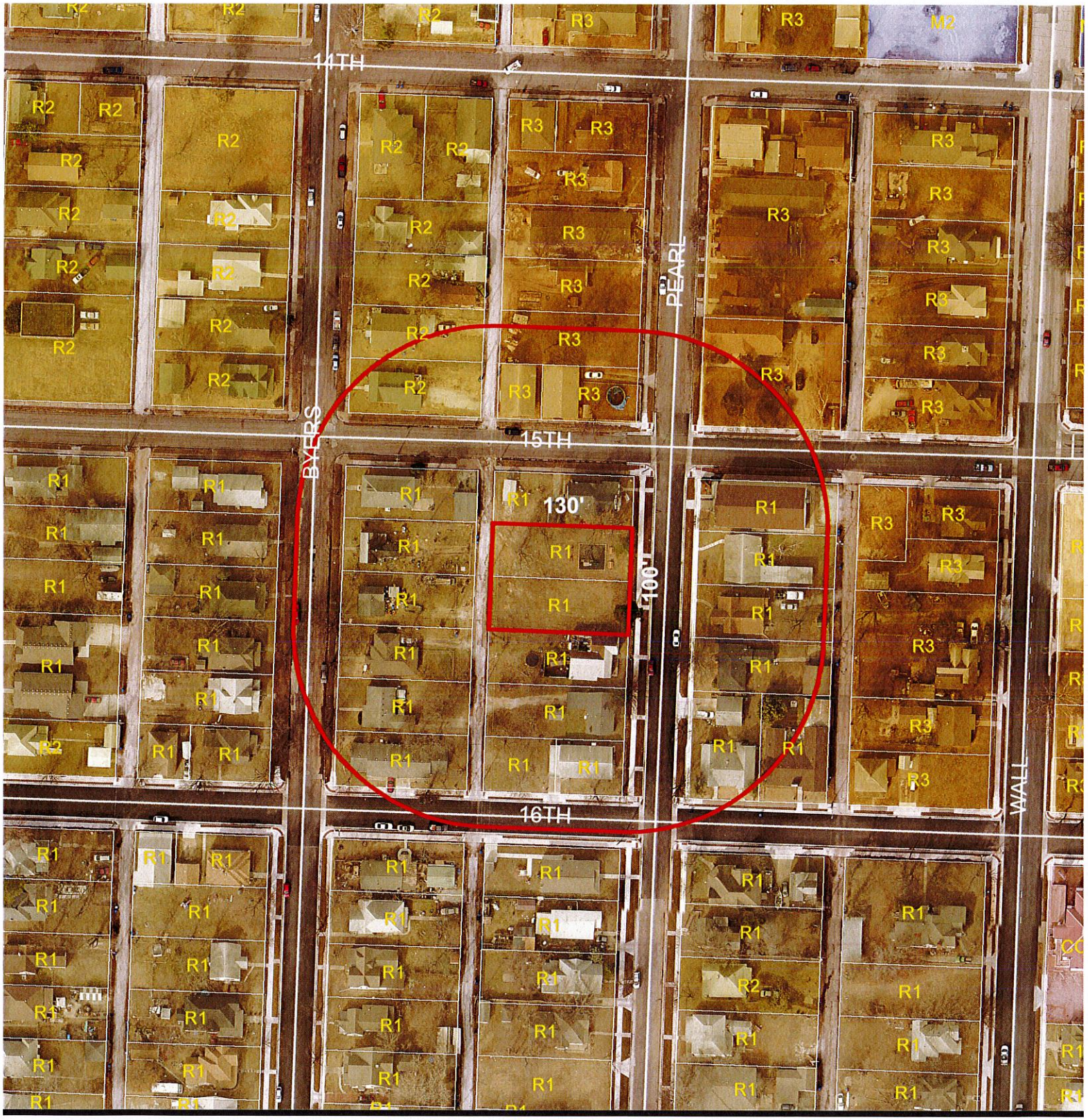
God's Resort Rezoning Application Appeal

God's Resort is a relational transitional housing ministry that seeks to come alongside people who desire a new direction in life and just need lots of love, prayer, new friends and supportive resources. We now consist of 30 homes/apartments and a community center in and around Pearl St from 14th to 18th streets. Our goal is clean, affordable and dignified homes where people can find the love and support that makes a home and community worth living in. We want to help people achieve stability and become self-respecting and productive citizens. God's Resort seeks to be a model for transitional housing in Joplin, nationally and globally.

When God's Resort was established, the area was known as the "last resort", because if you couldn't make it there, you were going to be on the street or in a mission. In 2007, when God's Resort was established, KSN did a news story on that beginning. Cpl. Chuck Niess was interviewed and said these words, *"The central part of Joplin is a high crime area, more so than other parts of town and the 1400 block of Pearl is a high for service area (averaging 90+ calls per month)...This kind of community policing can be contagious and hopefully spread to other high crime areas."* We quickly realized, that the neighborhood effects God's Resort and ultimately God's Resort would effect the wider neighborhood, which it has.

A lot has changed and that is because of the great partnership with have enjoyed with the City, our generous supporters, and the blessing of God. Our future plans include finishing the rehabilitation of the property at 1510 S. Pearl. City records will show that until recently, the structure at that location was a condemned property that housed vagrants and was a continual drain on city resources as police were called and monitoring activity there regularly. A local friend of the God's Resort ministry bought the property from an out of state owner and donated it to the ministry. We quickly and gratefully took position and applied for a city permit to demolish it, which was accomplished in January of 2018. We have recently built two new five plex apartment buildings debt free, in the 1400 block of Pearl, thanks to generous donors. We are presently, in the planning stages to build another five plex on the 1510 S. Pearl location across the street from our Community Center at 1501 S. Pearl and next to our community pocket park we established in the fall of 2015. Our need is for this lot to be rezoned to accommodate this structure and the continued betterment of this once forgotten neighborhood.

We again appreciate so much this great city and the City of Joplin staff and administration that has worked with us to accomplish so much for so many and would appreciate your help in this matter.



300 150 0 300

Feet

Case 015-19: Request to Rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family) for the construction of Apartments - God's Resort (Jay St. Clair).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 263 -Rezone to Apartment House (R-3)

MEETING DATE:
June 3, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 015-19: 1506 and 1510 S. Pearl Avenue – A request to rezone from Single-Family Residential (R-1) District to Apartment House (R-3) District for the construction of apartments – God's Resort

BACKGROUND:
The applicant (God's Resort) has made a significant investment into this neighborhood over the years. This neighborhood was once known for high crime rates and deteriorated housing. But, that trend has changed, and the neighborhood has seen an improvement in the crime rates and the preservation of property values. God's Resort currently owns 30 homes/apartments and a community center that serves the whole neighborhood. Even though single-family property values can sometimes be negatively impacted by adjacent higher density residential developments, the opposite can occur in deteriorating residential neighborhoods as we have already seen in this neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jay Sinclair, representing God's Resort located 1501 S. Pearl, Joplin, MO. God's Resort is a transitional housing ministry in the heart of Joplin. We have improved the area and now have 30 homes and apartments that we use as a tool to help people who are relationally and economically stuck. We have built a wonderful community in that neighborhood and in the process change the face of the neighborhood. Mr. Eastman asked if there was a floor plan? Mr. Sinclair stated that we have built two (2) five plexus and we propose to build the same floor plan which has been approved by the City in the past. Mr. Eastman asked if they were two story or just one story? Mr. Sinclair stated that they are single story buildings. The front apartment is a two-bedroom home and the four apartments behind it are one-bedroom homes. The rent is considerably lower which is to help with the transition and a stability plan has to be made.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval (7 in Favor, 0 Nays).
Staff recommends approval of Case 015-19.

ATTACHMENTS
CB 2019- 263, Staff Planning Report, P&Z Commission Minutes

P & Z Case 015-19
God's Resort
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-263 ORDINANCE NO.

AN ORDINANCE approving 1506 and 1510 S. Pearl Avenue to include in District R-3 (Apartments District), Jasper County, Missouri.

NOW, THEREFORE, 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 the following described property and including in District R-3:

All of Lots Numbered One Hundred Twenty-seven (126) and One Hundred Twenty-seven (127) in JOHN C. COX JR.'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri.

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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 264 -Rezone to R-2 (Two-Family Residential).

MEETING DATE:
June 3, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 016-19: Located approximately 500 feet west of the property addressed as 2902 N. St. Louis Avenue – A request to rezone from Single-Family Residential (R-1) District to Two-Family Residential (R-2) District for the construction of a duplex – David & Sarah Harrell.

BACKGROUND:
The size of the property in this request to be rezoned to a two-family residential district could potentially allow a maximum of 21 duplexes or 42 living units. One duplex will have minimal impact on this area. The size of the property will allow the property owner to install a septic system to service the proposed duplex since the closest public sewer that can potentially serve this property is located almost a quarter of a mile away through existing easements. Access will also need to be improved and streets installed in the future to accommodate the additional traffic that will be generated by any duplexes or single-family residential development. The construction of one duplex will not warrant that these improvements be made at this time.

PLANNING & ZONING COMMISSION TESTIMONY:
David Harrell, 111 Gum Rd., Carl Junction, MO. Mr. Harrell stated he purchased this property approximately two (2) months ago and wanting to build a home with a mother-in-law apartment on the side to be able to take care of my Grandmother or mine or my wife's Mother when they reach a point when they need to have additional assistance.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval (7 in Favor, 0 Nay)
Staff recommends approval of Case 016-19.

ATTACHMENTS
CB 2019- 264, Staff Planning Report, P&Z Commission Minutes

CB 2019-264

Case 016-19: Located approximately 500 feet west of the property addressed as 2902 N. St. Louis Avenue - A request to rezone from Single-Family Residential (R-1) District to Two-Family Residential (R-2) District for the construction of a duplex – David & Sarah Harrell.

David Harrell, 111 Gum Rd., Carl Junction, MO. Mr. Harrell stated he purchased this property approximately two (2) months ago and wanting to build a home with a mother-in-law apartment on the side to be able to take care of my Grandmother or mine or my wife's Mother when they reach a point when they need to have additional assistance. It won't be a traditional duplex where it is the same on both sides it will be a small apartment.

Mr. Ramsour asked the Commissioners if they had any questions for Mr. Harrell? Mr. Ramsour stated he noticed a for sale sign on the street and does that have to do with your property?

Mr. Harrell stated it did not.

Mrs. Steele wanted to know if the access to the property is off Zora.

Mr. Harrell stated it was.

Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There was not. Is there anyone to speak against this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. EASTMAN, TO APPROVE CASE 016-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: May 13, 2019
City Council Meeting: June 3, 2019

STAFF PLANNING REPORT
Rezoning

CASE 016-19 A request to rezone from R-1 (Single Family Residential District) to R-2 (Two-Family Residential) for the construction of a duplex.

LOCATION Located approximately 500 feet west of the property addressed as 2902 N. St. Louis Avenue

APPLICANT David and Sarah Harrell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 3.9 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Undeveloped & Single-Family Residence	Single-Family Residence	Electrical Substation	Undeveloped

FUTURE LAND USE

The Future Land Use Map shows this property appropriate for single-family residential development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Dedicated unnamed street via St. Louis Ave. and/or Zora St.	Local	30 ft.

UTILITIES	Utilities will need to be extended to serve this property. Public sewer is not readily available to this property. Since the sewer is not available, the property owner will have the option of installing a septic system. The county septic system requirements will need to be followed if the owner chooses this option.
FLOOD PLAIN	N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Although the Future Land Use map shows this property as appropriate for single-family residential, the property has been difficult to market for single-family residential development.

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

The existing residential single-family residential zoning does not permit the construction of a duplex or duplexes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

As proposed, staff believe the rezoning for the construction of one duplex will have minimal impact on nearby property and land uses since most of the properties are undeveloped.

DISCUSSION

Even though the property owner is proposing to construct one duplex, the size of the property in this request to be rezoned to a two-family residential district could potentially allow a maximum of 21 duplexes or 42 living units. One duplex will have minimal impact on this area. The size of the property will allow the property owner to install a septic system to service the proposed duplex since the closest public sewer that can potentially serve this property is located almost a quarter of a mile away through existing easements. In the future if additional duplexes and/or single-family homes are constructed on this property, public sewer will need to be extended to serve the new development. Access will also need to be improved and streets installed in the future to accommodate the additional traffic that will be generated by any duplexes or single-family residential development. The construction of one duplex will not warrant that these improvements be made at this time.

Also, the former property owner (located next to this property at 2902 N. St. Louis Ave.) has stated this property has been difficult to market for single-family homes due to the large electrical substation that is currently located adjacent to this property. A better use of the property may be for a higher density residential development since the market has already determined the struggle in selling this property under its current zoning restriction for single-family residential development.

Staff recommends approval of Case 016-19.

ATTACHMENTS

- Application

RECEIVED 4-15-19

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.: 016-19
Filing Fee: $500.00
Date Advertised: 4-28-19
Date Notices Sent 4-26-19
Public Hearing Date: 5-13-19

APPLICANT: David + Sarah Harrell PHONE: 417-850-7985
ADDRESS: [redacted] 111 Gum Rd - Carl Junction ZIP: 64834
OWNER: David + Sarah Harrell PHONE: 417-850-7985
ADDRESS: 111 Gum Rd - Carl Junction, MO ZIP: 64834
LOCATION OF PROPERTY:
LEGAL DESCRIPTION:
See Attached

Present Zoning R1 Requested Zoning: R2 Acreage: ~3.8 acres
Present Use of Property: Undeveloped

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	undeveloped	R1
South	undeveloped	R1
East	Single	R1
West	undeveloped	R1

CHARACTER OF THE NEIGHBORHOOD: undeveloped - Rural

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   yes - but near electric substation and busy intersection
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? no - near electric sub station and busy intersection

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Zora
2. Classification of Street(s):
   Arterial_____ Collector_____ Local ✓
3. Right-of-Way Width: _____
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: _____

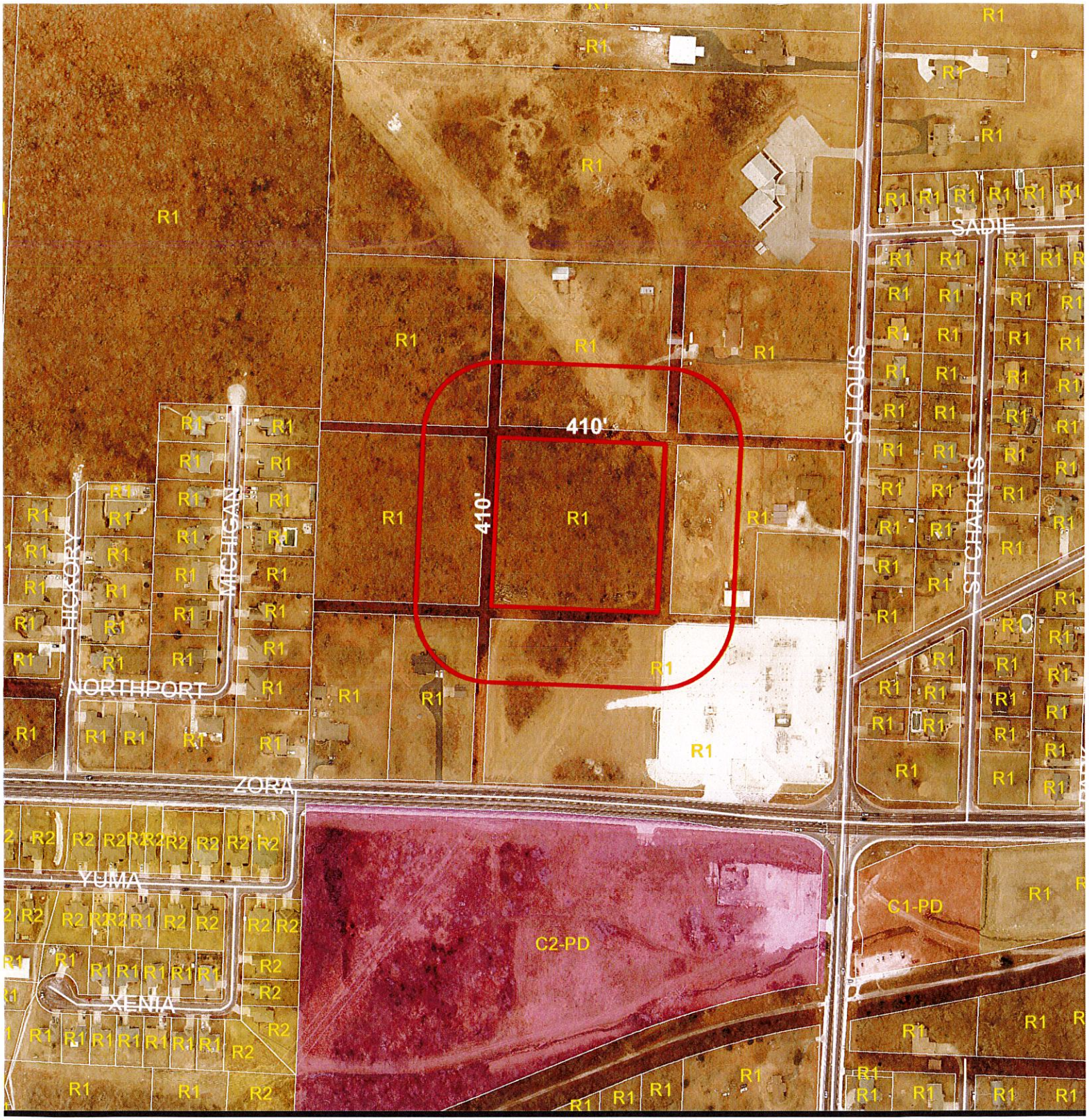
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

Property not developed - zoned R1

SIGNATURE: David W Hall DATE: 4-15-19

BY: _____

TITLE: _____



300 150 0 300 600 900 1,200 1,500 1,800

Feet

Case 016-19: Located approximately 500 feet west of the property addressed as 2902 N. St. Louis Avenue - A request to rezone from Single-Family Residential (R-1) District to Two-Family Residential (R-2) District for the construction of a duplex – David & Sarah Harrell.

P & Z Case 016-19
David & Sarah Harrell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-264 ORDINANCE NO.

AN ORDINANCE approving the location approximately 500 feet west of the property addressed as 2902 N. St. Louis Avenue to include in District R-2 (Two-Family Residential District), Jasper County, Missouri.

NOW, THEREFORE, 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 the following described property and including in District R-2:

All of Lots Numbered Fifteen (15), Sixteen (16), Twenty-one (21) and Twenty-two (22) in Joplin-Webb City Acres Subdivision in the City of Joplin, Jasper County, Missouri.

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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
MAY 20, 2019

Tourism Update

CVB Director Patrick Tuttle gave an overview of the CVB Structure and Market. (Update attached).

5:23 PM: **Emergency Evacuation**: due to severe weather and the tornado sirens sounding, the council members, staff and guests were directed to take shelter in the basement of City Hall.

5:37 PM: The informal meeting resumed in the 5th floor Informal Council room.

Boards/Commissions Reappointments & Appointments

Reappointments:

Motion by Mr. Stanley, second by Mr. Lawson to approve the following reappointments. Motion passed 9-0.

JRC: Doug Doll 5/16/19
JRC: Bill Scearce 5/29/19
Planning and Zoning: Wendy Brueckner-Sears 5/16/19

Appointments:

Centennial Celebration Commission: Mayor Shaw asked for nominations for the first position on this commission:

Dr. Reid Adams nominated Tabitha Leake
Mr. Stinnett nominated Ken Cox
Mayor Shaw nominated Barbara Hogelin
Mrs. Colbert-Kean nominated Betty Smith
Mr. Monteleone nominated Jessica Courier

The Council voted on the nominees and Barbara Hogelin and Betty Smith received the highest number of votes. The Council voted again on these two names and Betty Smith received the highest number of votes and was appointed to the first position of the CC Commission.

The council voted on the previous list of nominations for the second position. Barbara Hogelin received the highest number of votes and was appointed to the second position of the CC Commission.

At this time, Director Tuttle returned to the informal council meeting.

There was discussion on the challenges of getting attractions to Joplin, as mentioned in the tourism update. Director Tuttle replied a meeting space and or event space would help, and the City would have a part in that. If we could get an indoor sports arena, for instance, the City would be involved in that. A conference center with a hotel/restaurant partnership with the City would be another idea. A feasibility study would be helpful to see if these ideas would work.

Mr. Stanley asked about Airbnb's; Director Tuttle replied the state lodging association is working on this and the city attorney is being kept apprised of it. The lodging association is trying to get it passed in the House, and if so, we would have a model to follow for the City.

Mr. Stanley asked if the new hotels are the reason for low lodging results and Director Tuttle replied that is has an impact.

Mr. Stanley asked about the status of expanding the lodging tax. Director Tuttle stated the SWMO Lodging Association expressed opposition to the expanded tax and he understands it from Gary Burton (COJ's lobbyist) the Missouri Hotel and Lodging Association will oppose any such legislation if a local chapter of their organization does. Therefore, it would be challenged in Jefferson City. Director Tuttle feels Senator Bill White understands the need for the increase, so in order to be considered for any passage at the state level, city council would need to take a stronger stand before the next state legislative session. Mr. Stanley asked to see minutes of the SW MO Lodging Association meetings to see what has been discussed in order to have a better understanding of what's been put before their membership. We know if we want a conference center or indoor athletic center, the funding source for either one of these comes through expanding the lodging tax.

Mr. Stinnett stated that there are two different hotel segments out there that are trying to represent themselves, and we need to get behind the one who's going to get something done.

Director Tuttle stated the City has a tourism commission and sports authority board who are directly under the Council's direction. One thing that has been discussed is creating one single tourism board.

Due to time constraints, Mayor Shaw stated we would have to continue this discussion at a future meeting. He stated he has a meeting soon with Shelly Kraft with Vision 2022. That meeting could help determine if Vision 2022 thinks we are on the right track. He will have a report for Council after the meeting, and perhaps get some direction from Council on this issue.

The meeting adjourned at 5:55 pm.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
MAY 20, 2019 MEETING MINUTES

CALL TO ORDER

The regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Lawson.

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean; Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley and Phil Stinnett. Also, in attendance were City Attorney Peter Edwards and Interim City Manager Dan Pekarek.

PRESENTATIONS

Mayor Shaw presented a proclamation recognizing May 12-18, 2019 as Police Week and May 15 as Police Officers Memorial Day to Police Chief Matt Stewart, Assistant Chief Sloan Rowland and several officers were in attendance.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the City Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Toby Teeter, Joplin Area Chamber of Commerce President, presented an update on Economic Development, business attraction and the vision for the future. (Update attached). He stated the Joplin business community has identified talent attraction and retention as the largest prohibitor to their growth and they want the Chamber to take on the role of developing and marketing the Joplin brand. The Chamber has been reorganized to better service and champion local businesses, improve livability, develop community leaders, build and market the Joplin brand and attract both talent and new companies to our community. The Council members thanked Mr. Teeter for the update and stated they appreciate his enthusiasm and look forward to future improvements and developments.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2019-262

Mayor Shaw opened the Public Hearing.

Appearing in favor of this item were:

Raessa Roland, 407 W. High, Jasper MO, addressed concerns that some people might have from living above or near dispensaries regarding odor issues. She stated a dispensary is a place where the products will be sold, not used.

Carrie Wilkinson, 2008 E. 25th St. Joplin, commented on odor concerns, stating there shouldn't be odors because of the closed sealed packaging that dispensaries use.

Gilbert Roland, 901 Pennsylvania, commented on the odor concerns. He stated this is a medical, clinical situation of cannabis product that is sealed and packaged and sold to clinically ill patients.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2019-262 - an ordinance amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Appendix A, Land Use Table, by adding language to permit medical marijuana facilities in certain districts. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2019-262 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0. The Council Bill was read as **Council Bill No. 2019-262.**

CONSENT AGENDA

Motion by Mr. Stinnett, second by Mr. Cortez to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0.

Notes from the May 6, 2019 Informal Council Meeting

Minutes of the May 6, 2019 Council Meeting

Council Bill No. 2019-122 - an ordinance amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination. **Ordinance No. 2019-074**

COUNCIL BILL NO. 2019 –261 - an ordinance authorizing the City of Joplin to enter into an agreement with the Missouri Development Finance Board and Main Street Joplin doing business as Downtown Joplin Alliance for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project. **Ordinance No. 2019-075**

Resolutions

Mr. Stanley introduced Resolution No. 2019-006 - a resolution establishing and identifying an Arts District in Downtown Joplin for marketing purposes only, to be known as the JOPLIN ARTS DISTRICT, commencing at B Street south to 12th Street, and from Wall Street east to Pennsylvania Avenue. Motion by Mr. Stanley, second by Dr. Reid Adams to approve Resolution No. 2019-006. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0. The Resolution was approved as **Resolution No. 2019-006.**

Ordinances – Emergency

Mr. Stinnett introduced Council Bill No. 2019-126 -an ordinance approving the reclassification of various positions in the Airport Division; adding a new Airport Police Officer position; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2019-126 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-076**

Dr. Reid Adams introduced Council Bill No. 2019-127 -an ordinance authorizing the acceptance of Abatement Order on Consent (AOC) No. 2019-WPCB-1565 with the Missouri Department of Natural Resources (DNR) regarding Sanitary Sewer Overflows and Wastewater Treatment Plant Bypasses; and, containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Brown that Council Bill No. 2019-127 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-077**

Ordinances – First Reading

Mr. Cortez introduced Council Bill No.2019-003-an ordinance of the city of Joplin, Missouri establishing procedures and requirements relating to construction and deployment of small wireless facilities.

Request to address Council: Mike Haynes, 6003 E. St. Louis, Springfield MO, Regional Director of External Affairs for AT&T addressed the Council on CB2019-003, citing two areas of concern: application fees and non-recurring fees; and placement of poles/spacing requirements. City Attorney Peter Edwards stated the permit fee is a right-of-way management fee and the City is allowed to charge what they consider is their actual costs for right-of-way management. With regards to applying this fee in a non-discriminate manner, that's the intent of this bill, that it will apply to everyone. Mr. Edwards stated he will review the council bill before the next meeting to make sure it's adequately written.

Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No 2019-003 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0. The Council Bill was read as **Council Bill No. 2019-003.**

Mr. Lawson introduced Council Bill No. 2019-612 - an ordinance authorizing the City of Joplin to enter into an agreement with the Missouri Department of Conservation, an agency of the State of Missouri, ("MDC"), and the National Audubon Society, Inc., a New York not-for-profit corporation, ("Audubon"), for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon; authorizing the City of Joplin to enter into an agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Brown that Council Bill No. 2019-612 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0. The Council Bill was read as **Council Bill No. 2019-612.**

Mr. Stanley introduced Council Bill No. 2019-613 - an ordinance authorizing the City of Joplin to enter into a memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2019-613 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0. The Council Bill was read as **Council Bill No. 2019-613.**

Requests to Address Council on CB2019-613: Steve Gaarder, 214 E. 4th St, Joplin, addressed Council on behalf of Wildcat Glades Friends Group. He presented a report that included a timeline of events and various topics since the transfer of Wildcat Glades Conservation and Nature Center to Missouri Department of Conservation. He introduced the WGFG board and several volunteers, stating they are an active and dedicated group who want to maintain and improve the park area to enhance the experience of all who visit it. They believe the beautiful Wildcat Glades Park area and nature center area can enhance the quality of life for our area and allow us to bring in and retain business people.

Aaron Jeffries, Deputy Director with MDC, stated he appreciates the partnership of the City, State and the volunteers who have been instrumental in the desire to keep the Wildcat Glades and Nature Center open. He thanked them for being patient with the renovations of the Nature Center.

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

Reappointments

JRC: Doug Doll; Bill Scearce

Planning and Zoning: Wendy Brueckner-Sears

New Appointments:

Centennial Celebration Commission: Betty Smith; Barbara Hogelin

Nominations for Personnel Board: Mr. Stanley nominated Michelle Stadler. There were no other nominations. The vote was unanimous to appoint Michelle Stadler to the Personnel Board.
Mr. Stanley nominated Aaron Rice to the Solid Waste Commission. There were no other nominations. The vote was unanimous to appoint Aaron Rice to the Solid Waste Commission.

Voting in favor to approve all the reappointments and new appointments were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0.

News from the Public Information Officer, Lynn Onstot:

As Joplin residents begin warmer weather chores in their yards, the City's Stormwater Team reminds them to please mow the grass so that cut grass is distributed upon their yard and not out into the street. Mowed grass, leaves and other yard debris accumulates at their road's stormwater drains, causing a hazardous clog to the stormwater system for Joplin roads. City Crews appreciate everyone following these guidelines, as will your neighbors and others driving along your street during the next rainfall.

Joplin's American Legion Post 13 will conduct an interment ceremony on Memorial Day at Webb City's Mount Hope Cemetery. The cremains of 2 World War I and 1 World War II veterans will be honored. The ceremony will be held at 10 a.m. on Monday, May 27 at the Veteran's Memorial of Mount Hope Cemetery in Webb City. All veterans and the public are invited. Those being laid to

rest are: Morris Marion Boyd. He was 87 when he passed away in 1975. He served as a Supply Sargent in the United States Army during World War I. Ralph Paul Lane. He passed away in 1977. He was 79 years old. Lane served in the United States Army during World War I.

Glenn Robert Lake passed away in 2007 at the age of 79. He served as a United States Marine during World War II. All three men were from Joplin. Please join the members of Post 13, area veterans, The Patriot Guard and the staff of Mount Hope Cemetery to honor these previous forgotten veterans. On Memorial Day, Monday, May 27, City offices will be closed that day. In addition, residential trash service will not occur on that day with households having their trash picked up one day later than their normal scheduled day. Monday's service will be picked up on Tuesday and the week concludes with Friday customers having trash service on Saturday, June 1.

We hope everyone has a nice and SAFE Memorial Day weekend. Thank you.

Comments from Council Members:
Mayor Shaw stated the Council was invited to attend the Joplin Outlaws opening game at Joe Becker Stadium on May 31. Mayor Shaw is invited to throw out the first pitch.

Mayor Shaw read a proclamation from Governor Parson that proclaims May 19-25, 2019 as Public Works Week in Missouri. Mayor Shaw thanked Joplin's PW Department employees who work faithfully to provide for the needs of our citizens.

Mr. Stanley stated he attended the Joplin High School graduation on Sunday. One of his sons graduated, but he also acknowledged another graduate, Grace Nielson, whose father was Tim Nielson, a JPD officer who died in the line of duty in 2004. Several JPD officers were in attendance in honor of Officer Nielson.

Mr. Stinnett stated some citizens had expressed concern to him regarding the delay in the reconstruction of streets and curbs in their neighborhoods. Some of the citizens talked to the engineering firm that is overseeing the reconstruction project and to some employees at City Hall. The citizens felt the underlying answer they were getting is that the PW Dept. is short staffed. Mr. Stinnett asked the Interim City Manager to get information on the PW Dept. to determine if and where there may be shortages. Mr. Stinnett would like to report back to the citizens to help them understand the situation.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, as set forth in Section 610.021 (1) RSMo, as amended, 2018. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Stinnett to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays:0.

There being no further business, the meeting was adjourned at 7:52 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-003 - amending Chapter 106, adding Article VII., Small Cell Management

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Public Works

ATTACHMENTS
Council Bill 2019-003

REVIEWED BY
Dept. Head: David Hertzberg; Finance Director Leslie Haase; City Attorney Peter Edwards; Interim City Manager Dan Pekarek

SUMMARY
This Council Bill amends Chapter 106, "Streets, Sidewalks and Other Public Places," by enacting a new Article VII, "Small Cell Management."

BACKGROUND

The City has previously regulated the construction and deployment of Wireless Facilities through a variety of ordinances and practices. In 2018, the General Assembly of the state of Missouri determined that policies intended to encourage and streamline the deployment of Small Wireless Facilities and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the State of Missouri is a matter of legitimate statewide concern. The General Assembly adopted a uniform statewide framework for the deployment of Small Wireless Facilities and utility poles in the State of Missouri that is called the Uniform Small Wireless Facility Deployment Act. The result of this is that municipalities are required to adopt an ordinance or develop an agreement that makes available to wireless providers rates, fees and other terms that comply with the provisions of the Act. The proposed ordinance is being presented to the City Council for consideration and approval and complies with the Missouri statutes on the issue.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

COUNCIL BILL NO. 2019-003 ORDINANCE NO. _____

AN ORDINANCE of the city of Joplin, Missouri establishing procedures and requirements relating to construction and deployment of small wireless facilities.

WHEREAS, the City has previously regulated the construction and deployment of Wireless Facilities through a variety of ordinances and practices; and

WHEREAS, the General Assembly of the state of Missouri determined that policies intended to encourage and streamline the deployment of Small Wireless Facilities and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the State of Missouri is a matter of legitimate statewide concern; and,

WHEREAS, in HB 1991 (sections 67.5110 to 67.5121, RSMo.) (the "Uniform Small Wireless Facility Deployment Act" or the "Act"), the General Assembly adopted a uniform statewide framework for the deployment of Small Wireless Facilities and utility poles in the State of Missouri; and

WHEREAS, in the Act, the General Assembly directs an Authority, defined to include a Missouri municipality, to adopt an ordinance or develop an agreement that makes available to wireless providers rates, fees and other terms that comply with the provisions of the Act; and,

WHEREAS, it is determined by the City Council of the City of Joplin that it is in the best interests of the City, its residents and businesses to enact an ordinance to establish a uniform and efficient approach to handling requests for the deployment of Small Wireless Facilities and utility poles in order to implement the requirements of the Act directed at the City; and

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

Section 1. The City's Chapter 106 on Streets, Sidewalks and Other Public Places, is hereby amended by adding a VII, entitled "Small Cell Management", in substantially the form as follows:

"Sec. 106-160. Applicability:

To the extent permitted by law, this [Ordinance] shall apply to all Persons desiring to construct, operate, or maintain Small Wireless Facilities within the City.

Sec. 106-161 Definitions:

(a) Definitions and Usage – General.

For the purposes of this [Ordinance], the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the

context, words used in the present tense include the future tense and vice versa, words in the plural number include the singular number and vice versa, and masculine gender includes the feminine gender and vice versa. The words 'shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated or contrary to the context, terms, phrases, words, and abbreviations not defined herein shall be given the meaning set forth in § 67.5110-67.5121 RSMo, and if not defined therein, the City Code, and, if not defined therein, their common and ordinary meaning. For further convenience, the first letter of terms, phrases, words, and abbreviations defined in this [Ordinance] have been capitalized, but an inadvertent failure to capitalize such letter shall not affect its meaning, nor shall the inadvertent capitalization of the first letter of a term, phrase, word or abbreviation not defined herein affect the meaning thereof.

(b) "Antenna", communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;

(c) "Applicable Codes", uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes enacted to prevent physical property damage or reasonably foreseeable injury to persons;

(d) "Applicable Law," state and federal law and regulation applicable to the construction, installation, deployment or Collocation of Wireless Facilities and Utility Poles, including those laws and regulations of general applicability that do not apply exclusively to Wireless Facilities or Wireless Providers such as local ordinances and state law relating to use of Right-of-Way;

(e) "Applicant", any person who submits an application and is a wireless provider;

(f) "Application", a request submitted by an applicant to the City for a permit to collocate small wireless facilities on a utility pole or wireless support structure, or to approve the installation, modification, or replacement of a utility pole;

(g) "City Utility Pole", means a utility pole, as defined below, owned, managed, or operated by or on behalf of the City; except municipal electric utility distribution poles or facilities;

(h) "Collocate" or "Collocation", to install, mount, maintain, modify, operate, or replace small wireless facilities on or immediately adjacent to a wireless support structure or utility pole, provided that the small wireless facility antenna is located on the wireless support structure or utility pole;

(i) “Decorative Pole”, a City Utility Pole that is specially designed and placed for aesthetic purposes;

(j) “Fee”, a one-time, nonrecurring charge;

(k) "Historic district", a group of buildings, properties, or sites that are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C, or are otherwise located in a district made subject to special design standards adopted by a local ordinance or under state law as of January 1, 2018, or subsequently enacted for new developments;

(l) "Micro wireless facility", a small wireless facility that meets the following qualifications:

(a) Is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height; and

(b) Any exterior antenna no longer than eleven inches;

(m) “Small Wireless Facility Permit”, a written authorization from a designated City official required by the City to collocate Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way for any purpose;

(n) “Rate”, a recurring charge;

(o) “Right-of-Way”, the area on, below, or above a public roadway, highway, street, sidewalk, alley, or similar property used for public travel, but not including a federal interstate highway, railroad right-of-way, or private easement;

(p) “Small Wireless Facility”, a wireless facility that meets both of the following qualifications:

(1) Each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and

(2) All other equipment associated with the wireless facility, whether ground or pole mounted, is cumulatively no more than twenty-eight cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility.

The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs and related conduit for the connection of power and other services;

(q) "Technically feasible", by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its design or site location can be implemented without a reduction in the functionality of the small wireless facility;

(r) "Utility Pole", a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of small wireless facilities;

(s) "Wireless Facility", equipment at a fixed location that enables wireless communications between user equipment and a communications network, including equipment associated with wireless communications and radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include:

(1) The structure or improvements on, under, or within which the equipment is collocated;

(2) Coaxial or fiber-optic cable between wireless support structures or utility poles;

(3) Coaxial or fiber-optic cable not directly associated with a particular small wireless facility; or

(4) A wireline backhaul facility;

(t) "Wireless Infrastructure Provider", any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment or wireless facilities but that is not a wireless services provider;

(u) “Wireless Provider”, a wireless infrastructure provider or a wireless services provider;

(v) “Wireless Services”, any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using wireless facilities;

(w) “Wireless Services Provider”, a person who provides wireless services;

(x) “Wireless Support Structure”, an existing structure, such as a monopole or tower, whether guyed or self-supporting, designed to support or capable of supporting wireless facilities; an existing or proposed billboard; an existing or proposed building; or other existing or proposed structure capable of supporting wireless facilities, other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole.

(s) "Wireline backhaul facility", a physical transmission path, all or part of which is within the right-of-way, used for the transport of communication data by wire from a wireless facility to a network.

Sec. 106-162. General Standards:

(a) Neither the City, nor any person owning, managing, or controlling City Utility Poles, shall enter into an exclusive arrangement with any person for use or management of the Right-of-Way for the Collocation of Small Wireless Facilities or the installation, operation, marketing, modification, maintenance, management, or replacement of City Utility Poles within the Right-of-Way, or for the right to attach to such City Utility Poles within the Right-of-Way.

(b) The City, in applying the provisions of this [Ordinance], will act in a competitively neutral manner with regard to other users of the Right-of-Way.

(c) Nothing in this [Ordinance] limits the ability of the City to require an Applicant to obtain one or more permits of general applicability that do not apply exclusively to Wireless Facilities in addition to the Permit required by this [Ordinance] in order to Collocate a Small Wireless Facility or install a new, modified, or replacement Utility Pole associated with a Small Wireless Facility.

(d) The City may require a Permit under Applicable Codes, existing City ordinances, or this [Ordinance], with reasonable conditions, for work in a Right-of-Way that will involve excavation,

affect traffic patterns, obstruct traffic in the Right-of-Way, or materially impede the use of a sidewalk.

(e) A Small Wireless Facility must comply with reasonable, objective, and cost- effective concealment or safety requirements determined by the City.

(f) Subject to Subsection (h) of section 4 of [this Ordinance], and except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R. Section

1.1307(a)(4) of the Federal Communications Commission rules, the City may require reasonable, technically feasible, nondiscriminatory, and technologically neutral design or concealment measures, published in advance, for Small Wireless Facilities or Utility Poles placed in a Historic District. Any such design or concealment measures shall not have the effect of prohibiting any Wireless Provider's technology, nor shall any such measures be considered a part of the Small Wireless Facility for purposes of the size restrictions in the definition of Small Wireless Facility.

(g) Right-of-Way users, upon adequate notice and at the facility owner’s own expense, shall relocate facilities as may be needed in the interest of public safety and convenience.

(h) Except as otherwise provided in this [Ordinance] and Applicable Law, in reviewing applications for Small Wireless Facilities, Wireless Support Structures and Utility Poles, the City will exercise zoning, land use, planning, and permitting authority within its territorial boundaries.

(i) Nothing in this [Ordinance] shall be interpreted to impose any new requirements on cable providers for the provision of such service.

(j) Small Wireless Facilities or Utility Poles constructed or operational before August 28, 2018, which were approved by the City by permit or agreement may remain installed and be operated under the requirements of this [Ordinance].

(k) The City recommends, but does not require, the location and collocation of wireless communication equipment on existing structures thereby minimizing new visual, aesthetic and public safety impacts, effects upon the natural environment, and to reduce the need for additional poles.

Sec. 106-163. Permitting Provisions:

(a) Permit Requirements – Inside the Right-of-Way.

Any Person desiring to Collocate Small Wireless Facilities, or to install, replace, maintain or operate a Utility Pole, inside the Right-of-Way must first apply for and obtain a Permit, in addition to any other required permit, license, or authorization that is generally applicable and does not apply exclusively to Wireless Facilities.

(1) The Collocation of Small Wireless Facilities and the installation, maintenance, modification, operation, and replacement of Utility Poles along, across, upon, and under the Right-of-Way is not subject to zoning review or approval; except that the placement of new or modified Utility Poles in the Right-of-Way in areas zoned single-family residential or as historic as of August 28, 2018, remain subject to any applicable zoning

requirements that are consistent with §§ 67.5090 to 67.5103, RSMo.

(2) Small Wireless Facilities and Utility Poles shall be installed and maintained so as not to obstruct or hinder the usual travel, including pedestrian travel, or public safety on the Right-of-Way or obstruct the legal use of the Right- of-Way by the City or other authorized Right-of-Way users.

(3) A new, replacement, or modified Utility Pole installed in the Right-of-Way shall not be subject to zoning requirements so long as the Utility Pole does not exceed the greater of ten feet in height above the tallest existing Utility Pole in place as of January 1, 2019 located within five hundred feet of the new Utility Pole in the same Right-of-Way, or fifty feet above ground level. A new, modified, or replacement Utility Pole that exceeds these height limits shall be subject to applicable City zoning requirements that apply to other Utility Poles, and that are consistent with Sections 67.5090 to 67.5103, RSMo.

(4) New Small Wireless Facilities in the Right-of-Way shall not extend more than ten feet above an existing Utility Pole in place as of August 28, 2018.

(5) Small Wireless Facilities on a new Utility Pole shall not extend above the height permitted for a new Utility Pole in Subsection 3 above.

(6) A Wireless Provider shall be permitted to replace Decorative Poles when necessary to Collocate a Small Wireless Facility, but any replacement pole shall reasonably conform to the design aesthetics of the Decorative Pole or Poles being replaced. The term ‘reasonably conform’

as used herein, shall mean that the design aesthetics of the replacement pole shall be as nearly identical to the Decorative Pole replaced as is feasible. The [City Engineer or other designated position] is authorized to determine if the replacement pole reasonably conforms, based upon the reasonable objective design standards published in advance by the City.

(7) The City may require replacement of a City Utility Pole that is proposed to be used for a Collocation on a nondiscriminatory basis for reasons of safety and reliability, including a demonstration that the Collocation would make the City Utility Pole structurally unsound.

(8) Wireless providers are recommended, but not required to allow other telecommunication providers to share their poles when technically feasible, in return for a reasonable fee, in order to mitigate the impact of new pole construction upon City neighborhoods. The Director of Public Works shall have final authority over any disputes among telecommunication providers regarding pole use issues.

(9) If a new pole is to be installed, it must be at least 350 feet away from other poles unless the wireless provider is able to give sufficient documentation that this spacing requirement prevents them from adequately serving a location.

If these spacing requirements limit or provide an adverse impact in providing service to a certain location, wireless providers are allowed to apply for a variance request or waiver or exception to this clause.

(b) Permit Requirements – Outside the Right-of-Way.

(1) The Collocation of Small Wireless Facilities in or on property not zoned primarily for single-family residential use is not subject to zoning review or approval.

(2) The City will allow Collocation of Small Wireless Facilities on City Wireless Support Structures and City Utility Poles that are located on City property outside the right-of-way to the same extent, if any, that it allows access to such structures for other commercial projects or uses. Any such Collocations shall be subject to reasonable and nondiscriminatory rates, fees, and terms as provided in an agreement between the City and the Wireless Provider, and not otherwise governed by this [Ordinance].

(3) The City shall not enter into an exclusive agreement with a Wireless Provider concerning City Utility Poles or City Wireless Support Structures that are located on City property outside the Right-of-Way, including stadiums and enclosed arenas, unless the agreement meets the following requirements:

a. The Wireless Provider provides service using a shared network of Wireless Facilities that it makes available for access by other Wireless Providers on reasonable and nondiscriminatory rates and terms that shall include use of the entire shared network, as to itself, an affiliate, or any other entity; or,

b. The Wireless Provider allows other Wireless Providers to Collocate Small Wireless Facilities on reasonable and nondiscriminatory rates and terms, as to itself, an affiliate, or any other entity.

(c) Permit Process for an Applicant seeking to construct Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way.

An Applicant seeking to Collocate Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way, must first submit an Application for a Permit to the [City Engineer or other designated position]. The [City Engineer or other designated position] shall design and make available to Applicants a standard Application form, consistent with the provisions of this [Ordinance] which all Applicants must use in order to accomplish the purposes of this [Ordinance]. Except for the requirements in Subsection 2(b) below, an Applicant shall not be required to provide more information to obtain a Permit under this [Ordinance] than other communications service providers that are not Wireless Providers.

(1) An Application for a Permit shall include the following:

a. Construction and engineering drawings which demonstrate compliance with the criteria in Section 4(f);

b. City compatible GIS files showing where these poles are located

c. An attestation that the Small Wireless Facilities comply with the volumetric limitations in the definition of Small Wireless Facility;

d. Information on the height of any new, replacement, or modified Utility Pole;

e. Applicable indemnity, insurance, performance bond information required in Section 6;

f. An Applicant that is not a Wireless Services Provider must provide evidence of agreements or plans demonstrating that the Small Wireless Facilities will be operational for use by a Wireless Services Provider within one year after the Permit issuance date, unless the City and the Applicant agree to extend this period or if the Applicant notifies the City the delay is caused by lack of commercial power or communications transport facilities. An Applicant that is a Wireless Services Provider must provide this information by attestation.

g. Plans and detailed cost estimates for any make-ready work as needed.

1. The Applicant shall be solely responsible for the cost of any make-ready work; and

h. Projected commencement and termination dates for the Permit, or if such dates are unknown at the time the Permit is issued, a provision

requiring the Permit holder to provide [City Engineer or other designated position] with reasonable advance notice of such dates once they are determined.

(d) Fees and Rates. Each such Application shall be accompanied by payment of fees as designated in this [Ordinance].

(1) General.

a. Any fees collected pursuant to this Subsection will be used only to reimburse the City for its actual incurred costs and will not be used to generate revenue to the City above such costs.

b. The City may not require or accept in-kind services in lieu of any fee.

c. The rates to Collocate on City Utility Poles shall be nondiscriminatory regardless of the services provided by the Collocating Applicant.

(2) Application Fee.

a. The total fee for an Application for the Collocation of a Small Wireless Facility on an existing City Utility Pole is $100 per Small Wireless Facility.

b. An Applicant filing a consolidated Application shall pay $100 per Small Wireless Facility included in the consolidated Application.

c. The total fee for an Application for the installation, modification, or replacement of a Utility Pole and the Collocation of an associated Small Wireless Facility is $500 per Utility Pole.

(3) Collocation Rate.

a. The rate for Collocation of a Small Wireless Facility to a City Utility Pole is $150 per City Utility Pole per year.

(4) Right-of-Way Permit Fee.

a. The total fee for a Right-of-Way permit associated with the installation of Small Wireless Facilities in the Right-of-Way is $50.00 per Small Wireless Facility.

(e) Timing for Processing of an Application.

(1) Within fifteen days of receiving an Application, the City shall determine and notify the Applicant in writing whether the Application is complete. If an Application is incomplete, the City shall specifically identify the missing information in writing. The processing deadline in Subdivision 2 of this Subsection is tolled from the time the City sends the notice of incompleteness to the time the Applicant provides the missing information. That processing deadline may also be tolled by agreement of the Applicant and the City.

(2) The City shall process and approve or deny an Application for Collocation of a Small Wireless Facility within forty-five (45) days of receipt of the Application. The Application shall be deemed approved if not approved or denied within this forty-five (45) day period.

(3) The City shall process and approve or deny an Application for installation of a new, modified, or replacement Utility Pole associated with a Small Wireless Facility within sixty (60) days of receipt of the Application. The Application shall be deemed approved if not approved or denied within this sixty-day (60) day period.

(4) An Applicant may file a consolidated Application and receive a single Permit for the Collocation of multiple Small Wireless Facilities.

a. An Application may include up to twenty separate Small Wireless Facilities; provided that they are for the same or materially same design of Small Wireless Facility being Collocated on the same or materially the same type of Utility Pole or Wireless Support Structure, and geographically proximate. The Application shall provide information sufficient for the [City Public Works Director or other designated position] to determine whether the Applicant has met the requirements of this Subsection. The [City Public Works Director or other designated position] shall have discretion to determine whether the Application meets the requirements of this Subsection.

b. If the City receives individual Applications for approval of more than fifty (50) Small Wireless Facilities or consolidated Applications for approval of more than seventy-five (75) Small Wireless Facilities within a fourteen (14) day period, whether from a single Applicant or multiple Applicants, the City may, upon its own request, obtain an automatic thirty (30) day extension for any additional Collocation or replacement or installation Application submitted during that fourteen day period or in the fourteen day period immediately following the prior fourteen (14) day period. The City will promptly communicate its request to each and any affected Applicant.

c. The denial of one or more Small Wireless Facilities in a consolidated Application shall not delay processing or constitute a basis for denial of any other Small Wireless Facilities in the same consolidated Application or the consolidated Application as a whole.

(5) The City shall provide a good faith estimate for any make-ready work necessary to enable a City Utility Pole to support the requested Collocation by a Wireless Provider, including pole replacement if necessary, within

sixty (60) days after receipt of a complete Application. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good faith estimate and advance payment, if required, by the Applicant.

(6) An Application that is not acted on within the specified time period is deemed approved.

(7) For any Application denied:

a. The City shall document the complete basis for a denial in writing, and send the documentation to the Applicant on or before the day the City denies the Application.

b. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional application fee.

c. The City shall approve or deny the revised Application within thirty

(30) days. Any subsequent review shall be limited to the deficiencies cited in the denial.

(8) The City will not institute, either expressly or de facto, a moratorium on filing, receiving, or processing Applications or issuing Permits or other approvals, if any, for the Collocation of Small Wireless Facilities or the installation, modification, or replacement of Utility Poles to support Small Wireless Facilities.

a. If doing so would be consistent with 47 U.S.C. § 253(a), particularly as interpreted by the FCC's Declaratory Ruling adopted on August 2, 2018 (FCC 18-111), the City may institute a temporary moratorium on Applications for Small Wireless Facilities and the Collocation thereof for no more than thirty days in the event of a major and protracted staffing shortage that reduces the number of personnel necessary to receive, review, process, and approve or deny applications for the Collocation of Small Wireless Facilities by more than fifty (50) percent.

(f) Denial of an Application. An Application for a proposed collocation of a Small Wireless Facility or installation, modification, or replacement of a Utility Pole

otherwise meeting the requirements of Sections 4(a)(1) or 4(b)(1) may be denied if the action proposed in the Application could reasonably be expected to:

(1) Materially interfere with the safe operation of traffic control equipment or City-owned communications equipment;

(2) Materially interfere with sight lines or clear zones for transportation, pedestrians, or non-motorized vehicles;

(3) Materially interfere with compliance with the Americans with Disabilities Act, or similar federal or state standards regarding pedestrian access or movement;

(4) Materially obstruct or hinder the usual travel or public safety on the Right- of-Way;

(5) Materially obstruct the legal use of the Right-of-Way by the City, utility, or other third party;

(6) Fail to comply with Applicable Codes, including nationally recognized engineering standards for Utility Poles or Wireless Support Structures;

(7) Fail to comply with the reasonably objective and documented aesthetics of a Decorative Pole and the Applicant does not agree to pay to match the applicable decorative elements;

(8) Fail to comply with reasonable and nondiscriminatory undergrounding requirements contained in City ordinances as of January 1, 2018, or subsequently enacted for new developments, that require all utility facilities in the area to be placed underground and prohibit the installation of new or the modification of existing Utility Poles in a Right-of-Way without prior approval, provided that such requirements include a waiver or other process of addressing requests to install such Utility Poles and do not prohibit the replacement or modification of existing Utility Poles consistent with Applicable Law or the provision of Wireless Services; or

(g) Approval of an Application.

(1) The [City Engineer or other designated position] shall review each Application for a Permit and, upon determining that 1) the Applicant has submitted all necessary information; 2) there is no basis under Section 4(g) to deny the Application; and 3) the Applicant has paid the appropriate Fee, the [City Engineer or other designated position] shall issue the Permit.

(2) If the City approves an Application, the Applicant is authorized to:

a. Undertake the installation or Collocation which must be completed within one year of the permit issuance date unless the City and the Applicant agree to extend this period, or the Applicant notifies the City that the delay is caused by a lack of commercial power or communications transport facilities to the site.

b. Operate and maintain the Small Wireless Facilities and any associated Utility Pole covered by the Permit for a period of not less than ten years, which shall be renewed for equivalent durations so long as they are in compliance with the criteria listed in Subsection 4(f) of this [Ordinance].

(3) The City may approve a Permit subject to a reservation to reclaim space on the Utility Pole, when and if needed, to meet the Utility Pole owner's core utility purpose or a documented City plan projected at the time of the Application.

(h) No Application Required. No Application is required for:

(1) Routine maintenance on previously permitted Small Wireless Facilities;

(2) The replacement of Small Wireless Facilities with Small Wireless Facilities that are the same or smaller in size, weight, and height; or

(3) The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between Utility Poles in compliance with Applicable Codes.

A person performing the permitted acts under this Subsection may be required to provide the City with a description of any new equipment installed so that the City may maintain an accurate inventory of the Small Wireless Facilities at a particular location.

Sec. 106-164. Construction Standards:

(a) The construction, operation, maintenance, and repair of Small Wireless Facilities shall be in accordance with Applicable Codes and relevant City ordinances

pertaining to construction, operation, maintenance, and repair inside or outside the Right-of-Way.

(b) All Small Wireless Facilities shall be installed and located with due regard for minimizing interference with the public and with other users of a Right-of-Way, including the City.

(c) An Applicant shall not place Small Wireless Facilities where they will damage or interfere with the use or operation of previously installed facilities, or obstruct or hinder the various utilities serving the residents and businesses in the City of their use of any Right-of-Way.

(d) Any and all Rights-of-Way disturbed or damaged during the construction of Small Wireless Facilities shall be promptly repaired or replaced by the Applicant to its functional equivalence as existed before the disturbance or damage.

(e) Any Wireless Infrastructure Provider, contractor or subcontractor must be properly licensed under laws of the State and all applicable local ordinances.

(f) Each Wireless Infrastructure Provider, contractor or subcontractor shall have the same obligations with respect to its work as Wireless Services Provider would have hereunder and Applicable Law if the work were performed by the Wireless Services Provider. The Wireless Services Provider shall be responsible for ensuring that the work of Wireless Infrastructure Providers, contractors or subcontractors is performed consistent with their Permits and Applicable Law and shall be responsible for promptly correcting any acts or omissions by a Wireless Infrastructure Provider, contractor or subcontractor.

Sec. 106-165. Indemnity, Insurance, Performance Bonds:

(a) Indemnity.

(1) Wireless Providers shall indemnify and hold the City, its officers and employees harmless against any damage or personal injury caused by the negligence of the Wireless Provider or its employees, agents, or contractors.

(b) Insurance.

(1) As part of the Permit process, a Wireless Provider must provide proof of liability insurance coverage against any damage or personal injury caused by the negligence of the Wireless Provider or its employees, agents, or contractors. The Wireless Provider’s liability insurance policy must name the City or its officers and employees as additional insureds.

(2) In the alternative, a Wireless Provider must demonstrate that it has in effect a comparable self-insurance program.

(c) Performance Bond.

(1) As part of the Permit process, a Wireless Provider must post a performance bond of $1,500 per Small Wireless Facility. The total bond amount across all facilities cannot exceed $75,000.

(2) The purpose of the performance bond is to:

a. Provide for the removal of abandoned or improperly maintained Small Wireless Facilities, including those that the City determines need to be removed to protect public health, safety, or welfare;

b. Restore the Right-of-Way in connection with removals of Small Wireless Facilities from the Right-of-Way; and

c. Recoup rates or fees that have not been paid by a Wireless Provider in over twelve months, provided the Wireless Provider has been provided with reasonable notice form the City and has been given the opportunity to cure.

(3) Upon completion of the work associated with the Small Wireless Facilities covered by the performance bond to the satisfaction of the [City Engineer or other designated position], the [City Engineer or other designated position] shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established by the [City Engineer or other designated position] considering the nature of the work performed.

(4) Recovery by the City of any amounts under the performance bond or otherwise does not limit an Applicant's duty to indemnify the City in any way, nor shall such recovery relieve an Applicant of its obligations under a Permit or reduce the amounts owed to the City other than by the amounts recovered by the City under the performance bond, or in any respect prevent the City from exercising any other right or remedy it may have.

(d) Exemption

(1) Applicants that have at least twenty-five million dollars in assets in the State and do not have a history of permitting noncompliance within the City's jurisdiction shall be exempt from the insurance and bonding requirements otherwise required by this Section. The City may require an Applicant to provide proof by affidavit that its assets meet or exceed this requirement at the time of filing the Application.

Sec. 106-166. Miscellaneous Provisions:

(a) Compliance With Laws. Each Applicant shall comply with all applicable City ordinances, resolutions, rules and regulations heretofore and hereafter adopted or established, to the extent that they are consistent with state and federal law.

(b) Franchises Not Superseded. Nothing herein shall be deemed to relieve an Applicant of the provisions of an existing franchise, license or other agreement or permit.

(c) Rights and Remedies:

(1) The exercise of one remedy under this [Ordinance] shall not foreclose use of another, nor shall the exercise of a remedy or the payment of damages or penalties relieve an Applicant of its obligations to comply with its Permits.

Remedies may be used alone or in combination; in addition, the City may exercise any rights it has at law or equity.

(2) The City hereby reserves to itself the right to intervene in any suit, action or proceeding involving any provisions of this [Ordinance].

(3) No Applicant shall be relieved of its obligation to comply with any of the provisions of this [Ordinance] by reason of any failure of the City to enforce prompt compliance.

(d) Incorporation by Reference:

Any Permit granted pursuant to this [Ordinance] shall by implication include a provision that shall incorporate by reference this [Ordinance] into such Permit as fully as if copied therein verbatim.

(e) Calculation of Time:

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this [Ordinance] or any Permit, and a period of time is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.

(f) Severability:

If any term, condition, or provision of this [Ordinance] shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in Applicable Law so that the provision that has been held invalid is no longer invalid, said provisions shall there upon return to full force and effect without further action by the City and shall thereafter be binding on the Applicant and the City.

Sec.106-167. Annexation:

The provisions hereof shall specifically apply to any lands or property annexed as the date of such annexation.

Sec. 106-168. Relocation of Facilities.

Whenever, by reason of changes in the grade or widening of a street or in the location or manner of constructing a water pipe, drainage channel, sewer, or other City-owned underground or above ground structure, it is deemed necessary by the City, in the interest of public safety and convenience, to move, alter, or change the location of underground or above ground facilities of a Wireless Provider, the Wireless Provider shall relocate such facilities, on alternative Right-of-Way provided by the City, if available, upon adequate notice in writing by the City, without claim for reimbursement or damages against the City.

Sec. 106.169. Standards Applicable To City.

Any standards in this [Ordinance] relating to Small Wireless Facilities shall be fully applicable to work performed by the City and its departments.

Sec. 106-170. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplement or otherwise nullify any other ordinances of the City or requirements thereof, whether

or not relating to or in any manner connected with the subject written hereof, unless expressly provided otherwise herein or hereafter."

Section 2. The portions of this ordinance shall be severable. In the event that any portion of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions are valid, unless the court finds the valid portions of this ordinance are so essential and inseparably connected that it cannot be presumed that the City Council would not have enacted such provisions without the others.

Section 3. That this Ordinance shall be in full force and take effect from and after the date of its final passage by the City Council and approval by the Mayor.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____

Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-262: Medical Marijuana Facilities

MEETING DATE
May 13, 2019

ORIGINATING DEPT
Planning, Development, & Neighborhood Services

ATTACHMENTS
CB 2019-262 Ordinance, Case 017-19 Minutes

REVIEWED BY
Dept. Head: Troy Bolander; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends Chapter 29-A, the Zoning Code, by amending Appendix A, Land Use Table, by adding language to permit medical marijuana facilities in certain districts.

BACKGROUND
Amendment 2 is an amendment to the Missouri Constitution approved by voters on November 6, 2018. Generally, Amendment 2 permits doctors to recommend marijuana for medical purposes to patients with qualifying medical conditions and allows for the limited legal production, distribution, sale, and purchase of marijuana for medical use. However, Amendment 2 did not change civil or criminal laws governing the use of marijuana for nonmedical purposes. Amendment 2 establishes four types of medical marijuana facilities: cultivation, infused products, dispensary, and testing. Each facility must be licensed by DHSS.

Municipalities may not prohibit medical marijuana. However, municipalities may enact time, place, and manner restrictions as long as they are not unduly burdensome on the operation of a facility. For instance, dispensaries may be regulated the same as pharmacies. Amendment 2 establishes a default 1,000-foot setback from any church, day care, or school. Municipalities may decrease this setback. It is recommended that cultivation facilities be zoned as agricultural (AG) for outdoor cultivation or industrial (M-2) for indoor cultivation; infused products facilities be zoned as industrial (M-2); and dispensary and testing facilities be zoned as commercial (C-2 and C-3).

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

CB 2019-262

Case 017-19: Joplin Zoning Regulations Text Amendment – A request to review a text amendment to the City of Joplin's zoning regulations that addresses the time, place, and manner for the legal production, distribution, sale, and purchase of medical marijuana as approved by Missouri voters on November 6, 2018 – City of Joplin.

Troy Bolander, 602 S. Main, Joplin, MO, Director of Planning & Development. There is a council bill that has been given to you that was prepared by our Legal Department. As you are aware, the voters of Missouri voted to amend the Missouri Constitution to establish the right to access medical marijuana which allows legal production, distribution, sale, and purchase as a medical use. The State Department that is handling a lot of these regulations is Missouri Department of Health and Senior Services. The last we heard, finalization of their rules will be around June 4th. We will not prohibit this kind of use since it was voted on by Missouri voters. You have to allow it; no community can prohibit it. We tried to deliver a Council Bill that protects the health, safety, and welfare of our Community, while still allowing this type of use. Some of the highlights of the Council Bill that will actually go to City Council on May 20, 2019. It is on a different time line than the other requests you have heard today.

There are four (4) identified uses in this council bill:

1. Medical Marijuana Cultivation Facility - a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana.

2. Medical Marijuana Dispensary Facility - a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana.

3. Medical Marijuana Infused Products Manufacturing Facility - a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility.

4. Medical Marijuana Testing Facility – a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Since we have to allow this type of business we have to update our zoning code. What you see before you are the categories that we recommend these uses fall under. Section 3; Use Standards of the Code, in the Agricultural District, we would allow medical marijuana cultivation facility, in the Central Business District, C-2 and C-3, we would allow medical marijuana dispensaries and the testing facilities. In the M-2, Heavy Industrial District it would allow the cultivation facility and infused product manufacturing facility. There are use standards that we are recommending be placed in the zoning code, such as buffering requirements, and all should be at least 1,000 feet from an existing elementary school, secondary school, license day care center or church. That follows state requirements word for word. All medical marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of

marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m. The out-door operations and storage are prohibited, must be inside and secured, and on site usage is prohibited. We have found out that ventilation is a concern. The new facilities for this use will have to have ventilation.

Mr. Ramsour asked if there are any questions from the commissioners? Will each of these facilities necessarily have to be rezoned for their use if it is not currently zoned?

Mr. Bolander stated that the property would have to be rezoned or go into an existing district.

Mrs. Steele wanted to know, if it is medical marijuana, why can it not be consumed on site?

Mr. Bolander stated medical marijuana can be delivered by a smoking method or by a device which the odor may cause a nuisance.

Mr. Ramsour asked if there were any other questions from the commission? He asked if there was anyone else who would like to speak in favor of this case?

Mr. Paul Calicoat, 3946 5 Mile Rd, Seneca, MO., he had two comments and spoke highly in favor of this case. He stated that the reason it cannot be consumed in public because it's federally illegal to do that and all the constitutional change did was allow for those three items. The odor mitigation in a dispensary or retail shop is really not needed and the reason its because the marijuana will be in closed containers as it comes to retail. Odor mitigation is clearly a problem for cultivation and extraction because you have the raw plant available. Once transporting to dispensary, it is a closed container.

Mr. Ramsour wanted to know how that would be handled.

Mr. Bolander stated that in the section on ventilation required it doesn't say what kind of ventilation to use. The purpose of it is that no odor shall be detected by a person with normal sense of smell outside the boundary of the facility. If you can't smell it outside the property boundary, then it doesn't apply.

Gilbert Roland, 901 Pennsylvania, Joplin, MO. In regard to the building and location in the downtown area. A statement was made about the residentials over the downtown buildings. What is the reasoning behind that?

Mr. Bolander stated that some of the nuisance could apply to that type of facility. (The odor again.) It states to be contained in the building and if it goes to the upstairs where the residence reside that could cause some problems.

Mr. Ramsour asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. DERMOTT, TO APPROVE CASE 017-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE

RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

P & Z Case 017-19
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-262 ORDINANCE NO

AN ORDINANCE amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Appendix A, Land Use Table, by adding language to permit medical marijuana facilities in certain districts.

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

WHEREAS, the City of Joplin, Missouri (the "City") is a body corporate, home rule charter city, and political subdivision of the State of Missouri, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri (the "City Code"), was adopted for the purpose of promoting the public health, safety, comfort, morals, convenience, and general welfare of the City; and

WHEREAS, the voters of the State of Missouri approved an amendment to Article XVI of the Missouri Constitution establishing a Right to Access Medical Marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana medical use; and

WHEREAS, the City desires to amend Chapter 29-A of the City Code to clarify regulations regarding medical marijuana in accordance with the purposes of the Missouri Constitution; and

WHEREAS, the City desires to protect the public health and safety by establishing reasonable regulations on medical marijuana related businesses regarding noise, air quality, neighborhood safety, security, and other health and safety concerns; and

WHEREAS, in accordance with procedures established in Chapter 29-A of the City Code, and Chapter 89 of the Missouri Revised Statutes, proceeding were initiated to amend Chapter 29-A of the City Code as hereinafter set forth; and

WHEREAS, public notice was given by publication in the Joplin Globe on April 28, 2019, a newspaper having a general circulation in the City of Joplin, Missouri, that public hearing of the Zoning and Planning Commission would take place on May 13, 2019 at 4:00 P.M., where the Zoning and Planning Commission of said City would consider the aforesaid amendments; and

WHEREAS, on May 13, 2019 at 4:00 P.M., the Zoning and Planning Commission did conduct said public hearing, and did evaluate the proposed amendments to Chapter 29-A of the City Code; and

WHEREAS, at said public hearing, the Zoning and Planning Commission did conclude

and recommend to the City Council and the hereinafter described amendments to Chapter 29-A of the City Code should be approved.

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

Section 1. Section 29A-201, "Definitions," of the Code of the City of Joplin, Missouri (the "City Code") is hereby amended by adding the following definitions as subparts, which subparts shall hereafter read as follows:

"Medical Marijuana Cultivation Facility" means a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility."

"Medical Marijuana Dispensary Facility" means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility."

"Medical Marijuana Facility" means a Medical Marijuana Cultivation Facility, Medical Marijuana Dispensary Facility, Medical Marijuana Infused Products Manufacturing Facility, or Medical Marijuana Testing Facility.

"Medical Marijuana Infused Products Manufacturing Facility" means a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana Infused Products Manufacturing Facility.

"Medical Marijuana Testing Facility" means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Other than as specifically set forth hereinabove, all other definitions and subparts of Section 29A-201 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

Section 2. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by adding the following uses:

"Medical Marijuana Cultivation Facility, Medical Marijuana Dispensary Facility, Medical Marijuana Infused Products Manufacturing Facility, Medical Marijuana Testing Facility."

Section 3. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by permitting the following uses in AG (Agricultural) Districts:

"Medical Marijuana Cultivation Facility."

Section 4. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by permitting the following uses in C-2 (Central Business) and C-3 (Commercial) Districts:

"Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility."

Section 5. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by permitting the following uses in M-2 (Heavy Industrial) Districts:

"Medical Marijuana Cultivation Facility, Medical Marijuana Infused Products Manufacturing Facility."

Section 6. Section 2 (Use Standards) of Appendix A (Land Use Table) of Chapter 29-A (Zoning Code), of the Joplin Code be amended by adding a new Section HH, "Standards for Medical Marijuana Uses," which subsection shall hereafter read as follows:

(1) Buffer Requirement. No medical marijuana facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, licensed child day care center, or church. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.

(2) Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

(3) Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana facility.

(4) Hours of Operation. All medical marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m.

(5) Display of Licenses Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

(6) Residential Dwelling Unit Prohibited. No medical marijuana facility shall be

located in a building that contains a residence.

(7) Ventilation Required. All medical marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the facility. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

(8) Site Plan Review Required. A site plan meeting the requirements of this Code shall be submitted for review and approval subject to the procedures of Article 22. The site plan shall include a description of the ventilation system to be used to contain odors within the facility.

Section 7. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected that it cannot be presumed that the City Council would not have enacted such provisions without the others.

Section 9. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-612: authorizing the City of Joplin to enter into an agreement with the Missouri Department of Conservation, an agency of the State of Missouri, ("MDC"), and the National Audubon Society, Inc., a New York not-for-profit corporation, ("Audubon"), for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon; authorizing the City of Joplin to enter into an agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate.

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Parks

ATTACHMENTS
CB2019-612 Ordinance; Exhibit A: Termination of Assignment of Ground Lease and MOU; Exhibit B: Amendment to Ground Lease.

REVIEWED BY
Dept. Head: Paul Bloomberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City to enter into an agreement with MDC and Audubon for the purpose of terminating the assignment of ground lease and MOU between MDC and Audubon. This Council Bill further authorizes the City to enter into an agreement with MDC to amend the ground lease between the City and MDC for the purpose of reducing the leased real estate.

BACKGROUND
In 2003, the City, MDC, and Audubon agreed that Audubon would create and operate a nature center called the Wildcat Glades Conservation and Audubon Center. In 2005, the City entered into a ground lease with MDC for an approximately 58-acre portion of a property in the City of Joplin known as Wildcat Park. Also in 2005, MDC assigned the ground lease to Audubon. In 2011, the ground lease was amended to expand the leased real estate. In 2018, Audubon gave notice to MDC that it desired to terminate the assignment and MDC accepted said termination. The City's consent to termination of the assignment of ground lease and MOU is necessary to proceed.

MDC has agreed to continue to operate the nature center with the help of the Wildcat Glades Friends Group; however, a reduction in the leased real estate is necessary. The City will continue to operate Wildcat Park with the help of the Friends Group. Council Bill 2019-613 authorizes the City to enter into an MOU with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

TERMINATION OF ASSIGNMENT OF GROUND LEASE AND MOU

THIS AGREEMENT, effective as of June 30th, 2018, by and between the MISSOURI DEPARTMENT OF CONSERVATION, an agency of the State of Missouri ("MDC"); NATIONAL AUDUBON SOCIETY, INC., a New York not-for-profit corporation ("Audubon"); and the CITY OF JOPLIN, Missouri ("City").

WHEREAS, under a March 2003 Memorandum of Agreement ("MOU") between the City, MDC, and Audubon, the parties agreed, *inter alia*, that Audubon would create and run a nature center called the Wildcat Glades Conservation and Audubon Center ("Center");

WHEREAS, by an agreement dated May 1, 2005, the City entered into a Ground Lease with MDC for an approximately 58-acre portion of a property in the City of Joplin known as Wildcat Park ("Ground Lease");

WHEREAS, the Ground Lease contemplated MDC assigning the Ground Lease to Audubon and by an assignment agreement dated March 28, 2005, MDC did assign all its right, title and interest in and to the Ground Lease to Audubon ("Assignment"); and

WHEREAS, Audubon assumed and agreed to make all the payments and perform all the covenants and conditions of the lessee in the Ground Lease and agreed to be bound by such covenants and conditions as if Audubon were the original lessee; and

WHEREAS, the Ground Lease was amended January 3, 2011 to add additional land to the leased Premises but otherwise remained in effect as written; and

WHEREAS, on March 27, 2018, Audubon gave notice to MDC that it desired to terminate the Assignment effective June 30, 2018 and MDC accepted such termination; and

WHEREAS, the parties also wish to terminate the MOU and release Audubon from all obligations connected with the MOU, Ground Lease, Sublease, and any and all other documents relating to the Center and to terminate all rights, responsibilities and obligations relating to Audubon and MDC and to Audubon and the City with respect to the Center.

NOW THEREFORE, MDC, Audubon, and the City agree as follows:

1. The Assignment of the Ground Lease to Audubon is terminated and declared null and void. Audubon has no further rights or obligations under the Assignment. The City agrees with and consents to MDC's revocation of the Assignment.

2. The MOU is terminated and the parties waive any notice requirements set forth in the MOU.

3. An endowment account held by Audubon dedicated to Wildcat Glades shall be permanently transferred by Audubon to the Missouri Conservation Heritage Foundation to be held by the Heritage Foundation as an endowment dedicated to Wildcat Glades.

4. The parties release each other from all claims or causes of action related to or arising out of the Center or Wildcat Park, and the Ground Lease, Assignment, MOU, or related documents,

and hold each other harmless from all costs and expenses related to any such claims or causes of action asserted by any third person or entity thereto.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written.

MISSOURI DEPARTMENT OF CONSERVATION

By: _____

Name: _____
Title: _____

NATIONAL AUDUBON SOCIETY, INC.

By: _____

Mary Beth Henson
Vice President & Chief Financial Officer

CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Title: _____

Amendment to Ground Lease

THIS AMENDMENT, made and entered into this _____day of _____, 2019, by and between the City of Joplin, Missouri ("Landlord"), and the Missouri Department of Conservation ("Tenant").

WITNESSETH:

WHEREAS, a ground lease (the "Ground Lease") was entered into on May 1, 2005, between Landlord and Tenant; and

WHEREAS, the Ground Lease provided for the lease of approximately 58 acres by Landlord to Tenant; and

WHEREAS, with Landlord's consent dated June 23, 2005, Tenant assigned the Ground Lease to the National Audubon Society, Inc. ("Audubon"); and

WHEREAS, on March 27, 2018, Audubon and Tenant agreed to a termination of the assignment effective June 30, 2018, at which time Tenant will re-take possession of the leased premises; and

WHEREAS, Landlord and Tenant desire to amend the Ground Lease dated May 1, 2005, by reducing the leased acreage from approximately 58 acres to approximately 33.14 acres.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant agree to the above recitals and as follows:

1. Paragraphs 1.1 and 1.2 of the Ground Lease are hereby amended by changing the number of acres of real property being leased to Tenant by Landlord from approximately 58 acres to approximately 33.14 acres. The 33.14 acres are part of the 58 acres originally leased and shown in Exhibit A attached hereto. The parties acknowledge that the 33.14 acres have not been surveyed; however, Landlord agrees to do so if the parties deem a survey to be necessary at some point in the future.

(the rest of this page intentionally left blank)

"B"

2. The parties hereby adopt, ratify, and confirm the Ground Lease as it is hereby amended.

LANDLORD:

City of Joplin, Missouri

by:_____
Daniel Pekarek,
Interim City Manager

Attest:

_____
Barbara J. Gollhofer, City Clerk

Approved as to Form:

_____
Peter C. Edwards, City Attorney

TENANT:

Missouri Department of Conservation

by:_____
Sara Parker Pauley, Director

Approved as to Form:

_____
General Counsel

COUNCIL BILL NO. 2019-612 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Missouri Department of Conservation, an agency of the State of Missouri, ("MDC"), and the National Audubon Society, Inc., a New York not-for-profit corporation, ("Audubon"), for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon; authorizing the City of Joplin to enter into an agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin.

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

Section 1. That the agreement with MDC and Audubon for the purpose of terminating the assignment of ground lease and memorandum of understanding between MDC and Audubon, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the agreement with MDC to amend the ground lease between the City of Joplin and MDC for the purpose of reducing the leased real estate, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit B," be and the same is hereby approved.

Section 3. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreements, or agreements in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-613: authorizing the City of Joplin to enter into a memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

MEETING DATE
May 20, 2019

ORIGINATING DEPT
Parks

ATTACHMENTS
CB2019-613 Ordinance; Exhibit A: City-Friends Group MOU; MDC-Friends Group MOU.

REVIEWED BY
Dept. Head: Paul Bloomberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City to enter into an MOU with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

BACKGROUND
In 2003, the City, MDC, and Audubon agreed that Audubon would create and operate a nature center called the Wildcat Glades Conservation and Audubon Center. In 2005, the City entered into a ground lease with MDC for an approximately 58-acre portion of a property in the City of Joplin known as Wildcat Park. Also in 2005, MDC assigned the ground lease to Audubon. In 2011, the ground lease was amended to expand the leased real estate. In 2018, Audubon gave notice to MDC that it desired to terminate the assignment and MDC accepted said termination. Council Bill 2019-612 authorizes the City to enter into an agreement with MDC and Audubon for the purpose of terminating the assignment of ground lease and MOU between MDC and Audubon.

MDC has agreed to continue to operate the nature center with the help of the Friends Group. Please see the attached MOU between MDC and the Friends Group. The City will continue to operate Wildcat Park with the help of the Friends Group. This Council Bill authorizes the City to enter into an MOU with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (herein "MOU") is made on this _____ day of _____, 2019, by and between the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation (hereinafter referred to as "Friends"), and the City of Joplin, a Missouri Municipal Corporation (hereinafter referred to as "City").

WHEREAS, City owns Wildcat Park (hereinafter referred to as "Park"), a map of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Friends is a Missouri Nonprofit Corporation formed by citizens of the Joplin, MO area in early 2018; and

WHEREAS, Friends' purpose is "To protect the area known as Wildcat Park and the surrounding chert glade environment, habitat, and wildlife by promoting awareness and sustainability, providing education and recreation space and programs, and sponsoring nature-based activities."

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Friends and City agree as follows:

1. Responsibilities of Friends. Friends will assist City in maintaining and operating the Park, including but not limited to:

a. Friends will screen and train any volunteers. Furthermore, any volunteers will be required to sign a Volunteer Agreement, attached hereto and incorporated by reference as Exhibit B.

b. Trail Stewardship. Friends will assist City in the maintenance and operation of the

EXH. A

trail system including but not limited to maintaining the path and adjacent landscaping (approximately two (2) feet on either side of the trail) where it is reasonably practical and safe to do so, and keeping the same clear of obstruction, such as trash, vegetation, etc. Friends will immediately notify the City of any dangerous condition on the trail and will not attempt to remedy the same.

c. Water Festival. Friends has agreed to assume primary responsibility for the Water Festival, which is an event held in early August and provides educational and recreational activities for the public. Friends and City agree to make a good faith effort to work together to assure the safety of the attendees and the success of the event.

d. Pavilion. Friends agrees to maintain the pavilion, including cleaning and removal of recycling and trash. Friends is permitted to rent the pavilion for a reasonable amount in order to cover the costs associated with these responsibilities.

e. Ball Fields. Friends and City agree to make a good faith effort to work together to facilitate future events and programming in the park area currently occupied by the ball fields.

2. Responsibilities of City. City will bear primary responsibility in maintaining and operating the Park.

3. Term. The term of this MOU shall be for a period of one (1) year from the date hereof. This MOU shall automatically renew for up to four (4) successive one (1) year terms upon the same terms, covenants, and conditions as herein specified.

4. Insurance. Friends shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering City, its agents, employees, and invitees, and naming City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property

Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. Friends agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising from Friends' activities at or in any way related to the Park.

5. Nature of Relationship. Friends shall perform as an independent contractor and shall not hold itself out to third parties as an agent of City. Friends shall not be considered an agent of City nor shall any of the employees, agents, officers, members, or other personnel of Friends be considered sub-agents of City.

6. Termination. Either party may terminate this MOU at any time by giving ninety (90) days' written notice to the other party.

7. Notices. All notices, requests, and demands to or upon the parties of the MOU shall be deemed to have been given or made when delivered by hand or via certified mail addressed as follows or to other such addresses as may be hereafter designated in writing:

City: City of Joplin
602 S. Main St.
Joplin, MO 64801

Friends: Wildcat Glades Friends Group
P.O. Box 3063
Joplin, MO 64803

8. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

9. Assignment. This Agreement shall not be assignable by Friends without the express written consent of City being first obtained.

10. 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 the Circuit Court of Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

11. Compliance with the Law. Friends agrees to comply with all applicable laws in connection with the performance of this MOU.

12. Severability: The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

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

City of Joplin, Missouri

By: _____
Daniel Pekarek, Interim City Manager

ATTEST:

By: _____
Barbara J. Gollhofer, City Clerk

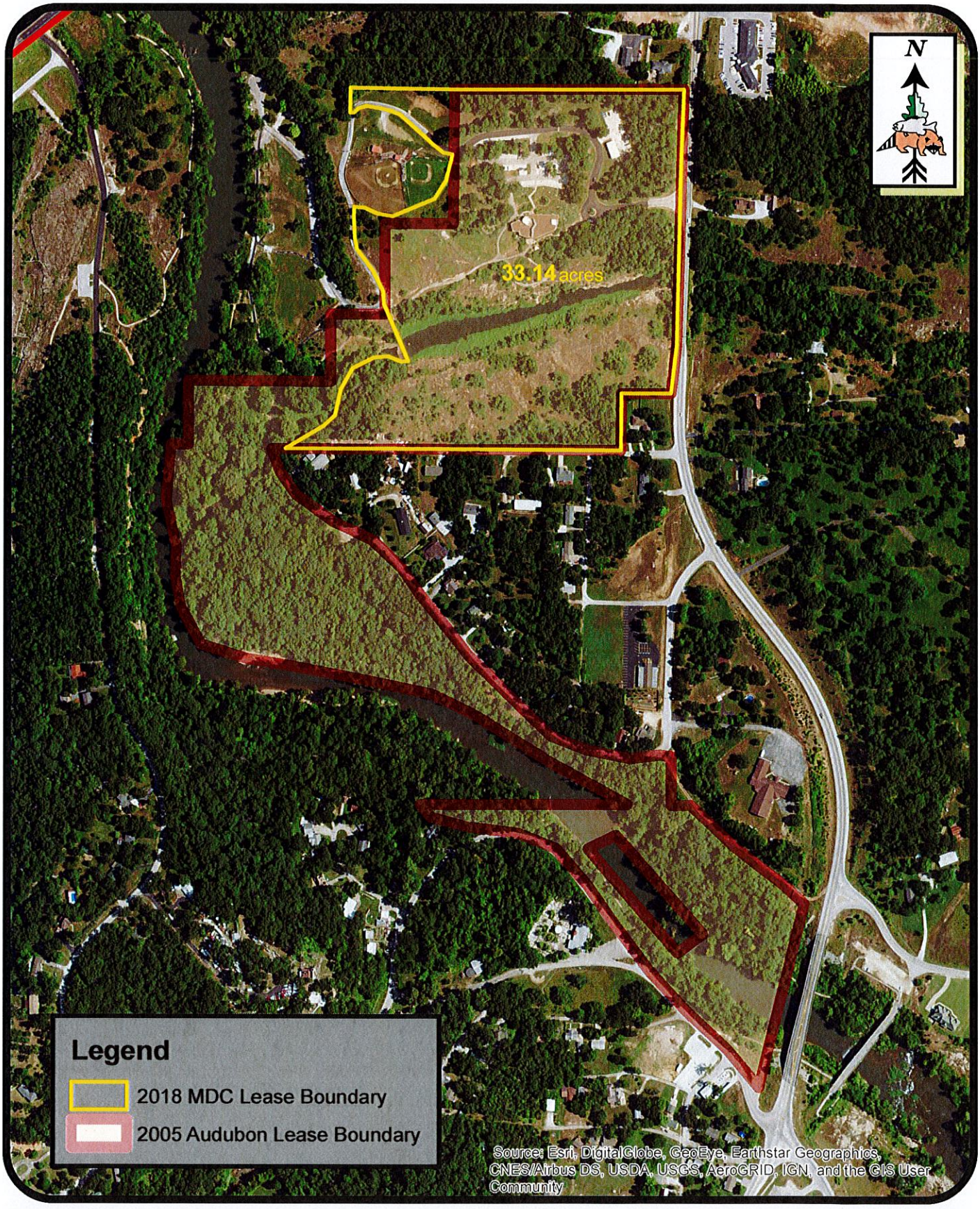
Wildcat Glades Friends Group

By: _____
(Print)
(Title)

ATTEST:

By: _____
(Print)
(Title)

Lease Boundary Map



0 0.05 0.1 0.2 Miles

EXH A

Volunteer Service Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between _____, hereinafter referred to as "Volunteer", and Wildcat Glades Friends Group, a Missouri Nonprofit Corporation, hereinafter referred to as "Friends Group".

W I T N E S S E T H

WHEREAS, Volunteer desires to provide certain services to Friends Group; and

WHEREAS, Friends Group desires to receive certain services from Volunteer

NOW THEREFORE, in exchange for no consideration except for the opportunity to satisfactorily complete assignments for personal achievement and betterment, Volunteer and Friends Group agree as follows:

1. Volunteer hereby waives any rights he or she may have to compensation for the services performed and any other compensation or remuneration from Friends Group such as overtime, deferred compensation, unemployment compensation, sick leave, vacation, and insurance.

2. Volunteer acknowledges and agrees that the opportunity to volunteer is sufficient consideration for all such volunteer services provided to Friends Group and that the primary benefit of said Volunteer's service is to Volunteer and not to Friends Group.

3. Volunteer shall comply with all lawful directions from his or her supervisor and shall be required to follow all policies of the Friends Group, including but not limited to employment and nondiscrimination policies, and acknowledges and agrees that each party may terminate the relationship, without cause, at any time.

4. Volunteer acknowledges and agrees that he or she is not an employee or independent contractor. Volunteer is only a volunteer.

5. Volunteer acknowledges and agrees that Friends Group may release Volunteer from his or her service at any time, for any reason, with or without notice.

6. Volunteer acknowledges and agrees, and does hereby recognize and assume all risks pertaining to Volunteer's activities with the Friends Group wheresoever located, and does further release himself or herself, his or her heirs, dependents, and assigns, the Friends Group, its officers, employees, contractors, and subcontractors from any and all liability whatsoever for injuries (including death), damages, and claims that may arise out of his or her volunteer service.

"Volunteer" "Friends Group"

_____ _____

EXH B

COOPERATIVE AGREEMENT
BY AND BETWEEN
MISSOURI DEPARTMENT OF CONSERVATION
AND
WILDCAT GLADES FRIENDS GROUP

I. PURPOSE OF COOPERATIVE AGREEMENT

This Cooperative Agreement is entered into between the Missouri Department of Conservation (Department) and Wildcat Glades Friends Group(WGFG), a Missouri nonprofit corporation in good standing whose mission includes promoting awareness, providing education, and sponsoring nature-based activities primarily focused on the Shoal Creek area and its unique chert glades. It is mutually beneficial for the Department and WGFG to promote conservation education and experiences at the Shoal Creek Conservation Education Center (Conservation Center).

II. MEASURABLE OUTCOMES

A. WGFG

1. Will promote and support conservation education and experiences at the Conservation Center by
   - Operating and staffing the gift shop at the Conservation Center and using the net proceeds from sales to further educational programs and experiences at the Conservation Center.
   - Conducting conservation related programs at the Conservation Center that shall be agreed upon, each quarter, by both parties, in conjunction with a special or partner event at no charge to participants.

B. THE DEPARTMENT

1. Will provide one office and the gift shop space at the Conservation Center for WGFG under the terms and conditions provided in this Agreement.

2. Will allow the WGFG to use the Conservation Center for approved programs; however, the Department will have priority regarding such use. The WGFG will work with the Conservation Center manager to schedule use of the Conservation Center.

III. MEASURABLE DELIVERABLES

WGFG will provide documentation of the MEASURABLE OUTCOMES (described above) and all other accomplishments realized as a result of this arrangement, according to the schedule described in the REPORTING REQUIREMENTS section of this agreement. The report shall also include other measurable outcomes or project benefits that may not be specifically described above.

IV. USE

WGFG agrees that the designated office space and gift shop provided inside the Conservation Center will be used by the occupant as an office and gift shop, subject to any rules or policies that would normally apply to Department staff located at this facility.

V. RIGHT OF ENTRY

The Department shall, at all times, have the right of entry to the designated space and every part thereof for the purpose of inspecting, performing maintenance, routine cleaning. The Department recognizes the Friends Group will have office furniture (cabinets and filing cabinets) that are locked to protect the privacy of the organization, its volunteers and constituents. The Department does not require access to such office equipment.

VI. OFFICE FURNISHINGS AND EQUIPMENT

A. THE DEPARTMENT

1. Will provide basic support in the form of a desk or similar workspace, chair, telephone, and mail box for receiving incoming mail. The Department will not provide any direct clerical support.
2. Provide support for the two wired network cables within the building: One to the computer used for the point of sale system and one to the Friends Group office computer.
   a. Requests for support must be made to the MDC IT Help Desk.
   b. If on-site assistance is required, MDC-IT will make best effort to respond within two business days.
3. Provide power for the WGFG network switch and internet provider equipment.
4. Keep the WGFG network and connection to the internet separate from the MDC network.
5. Provide indoor access to the internet provider and contractors as required to work on the WGFG network and internet connection.

B. WGFG

1. Pay for any installation and repair charges for two wired network cables within the building: One to the computer used for the point of sale system and one to the Friends Group office computer.
2. Provide or pay for one network switch, including installation, support, and replacement costs.
3. Pay for its own wired internet provider service directly, including any installation charges.
4. Serve as the sole contact for billing and support with the internet provider.
5. Provide all support for its own hardware and software, including the network switch, computers, and any cyber security systems.

VII. COST

The Department will provide the space and support described herein at an annual cost to WGFG of seventeen dollars and fifty cents ($17.50) per square foot of office space. Space covered in this agreement is 583 square feet for a total annual cost of $10,202.50 for the term of this agreement; however, this provision will be reviewed and negotiated when, and if, this agreement is renewed. Monthly payments in the amount of eight-hundred and fifty dollars and twenty-cents ($850.20) will be made to the Department by the end of each month.

VIII. RIGHT TO CONDUCT BUSINESS

WGFG shall have the right to conduct and operate the gift shop to include selling Department produced materials and conservation related material and or products and permits. In connection therewith, the WGFG agrees to:

1. Honor the Heritage/Permit Card discount to customers on all qualifying Department materials. The Department reserves the right to deny the WGFG from selling any merchandise that is inconsistent with the Department's mission or otherwise deemed inappropriate by the Department.
2. Purchase Department produced materials, other than permits, from the Department at resale vendor list price, the WGFG may determine the retail price of the items, other than permits.
3. Maintain or cause to be maintained at its expense commercial general liability insurance against negligent acts, errors or omissions of WGFG directors, officers, employees, volunteers and agents. The Conservation Commission and Department of Conservation shall be named as additional insureds. Any insurance policy required as specified in this section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:
    a. **General Liability:** Not less than **$500,000** for any one person in a single accident or occurrence, and not less than **$3,000,000** for all claims arising out of a single occurrence;
4. Establish itself as a permit issuing agent and sell state hunting, fishing and trapping permits in accordance with the provisions of the Section 3 CSR 10-5.225.
    a. Keep the gift shop open during regular business hours of the Conservation Center.
5. Use the net proceeds from the sales of merchandise in the gift shop to further educational programs and experiences at the Conservation Center
6. To keep the gift shop neat and orderly.
7. That the Department shall approve any signs, literature or advertising posted in the gift shop.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IX. PARTIES AND CONTACTS

WILDCAT GLADES FRIENDS GROUP
Steve Gaarder
P.O. Box 3063
Joplin, MO 64803-3063
417-483-1543
steve@wildcatglades.org

MISSOURI DEPARTMENT OF CONSERVATION
Kevin Badgley
Interpretive Center Manager
201 West Riviera Dr.
Suite B
Joplin, MO 64804
417-629-3423
Kevin.Badgley@mdc.mo.gov

X. AGREEMENT PERIOD

This Cooperative Agreement shall be in effect on the opening day of the Education Center through June 30, 2019, and may be renewed for four (4) one-year periods. If the Department decides to not renew the agreement, notice of sixty days will be provided to the Friends Group.

XI. FUNDING AMOUNT AND SOURCES

There are no funds associated with this project.

XII. REPORTING REQUIREMENTS

WGFG will submit written reports to the Department on or before June 30, 2019, for activities accomplished and the volunteer hours and/or other resources committed, including annual sales data for the gift shop. The reports will include the status of the activities and the completion dates for all agreement activities. All reports shall be sent electronically to the Department Contact listed in Section IX of this agreement.

XIII. OWNERSHIP

WGFG will retain ownership of any equipment and merchandise purchased by WGFG necessary to achieve the MEASURABLE OUTCOMES listed in this agreement and as well as any equipment and merchandise purchased for any other purpose.

XIV. MONITORING REQUIREMENTS

The designated Department Contact (listed in Section IX) will monitor the agreement conditions and required reports from WGFG.

XV. AMENDMENTS TO THIS AGREEMENT

Changes to this Cooperative Agreement must be approved in advance by the Department and WGFG Contacts listed in Section IX of this agreement or their successors.

XVI. TERMINATION

Either party may terminate this Cooperative Agreement, in whole or in part when it is determined, after a joint meeting of the parties, that there has been failure to comply with any of the conditions of this agreement. After such meeting, any party shall notify the other party, in writing, of any remaining problems and give thirty (30) days for the other party to initiate corrective action. If, after the 30-day period, the corrective changes are insufficient, the terminating party shall promptly notify the other party, in writing, of the termination, reasons for termination, and the effective date for termination. Upon termination, WGFG will have 30 days to remove all items from the Education Center. Any items remaining after 30 days will be forfeited to the Department.

XVII. APPLICABLE LAWS AND REGULATIONS/HOLD HARMLESS/ INDEMNIFICATION

WGFG shall comply with all local, state, and federal laws and regulations related to the performance of this agreement to the extent that the same may be applicable to the entity.

WGFG will indemnify, defend, and hold harmless the Conservation Commission, Department of Conservation and its employees, agents, contractors, and subcontractors in all claims of personal or property damage resulting from the actions or omissions of WGFG officers, directors, employees, volunteers, or agents or any other claims arising out of the activities authorized by this agreement.

In Witness Whereof, the parties have executed this agreement.

MISSOURI DEPARTMENT OF CONSERVATION

By: _____ Date _____
Jeff Cockerham, Division Chief
Outreach & Education

Approved as to form only by
General Counsel

_____

WILDCAT GLADES FRIENDS GROUP

By: _____ Date _____
Steve Gaarder

COUNCIL BILL NO. 2019-613 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin.

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

Section 1. That the memorandum of understanding with the Friends Group for the purpose of establishing responsibilities in maintaining and operating Wildcat Park, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreements, or agreements in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____ vote.

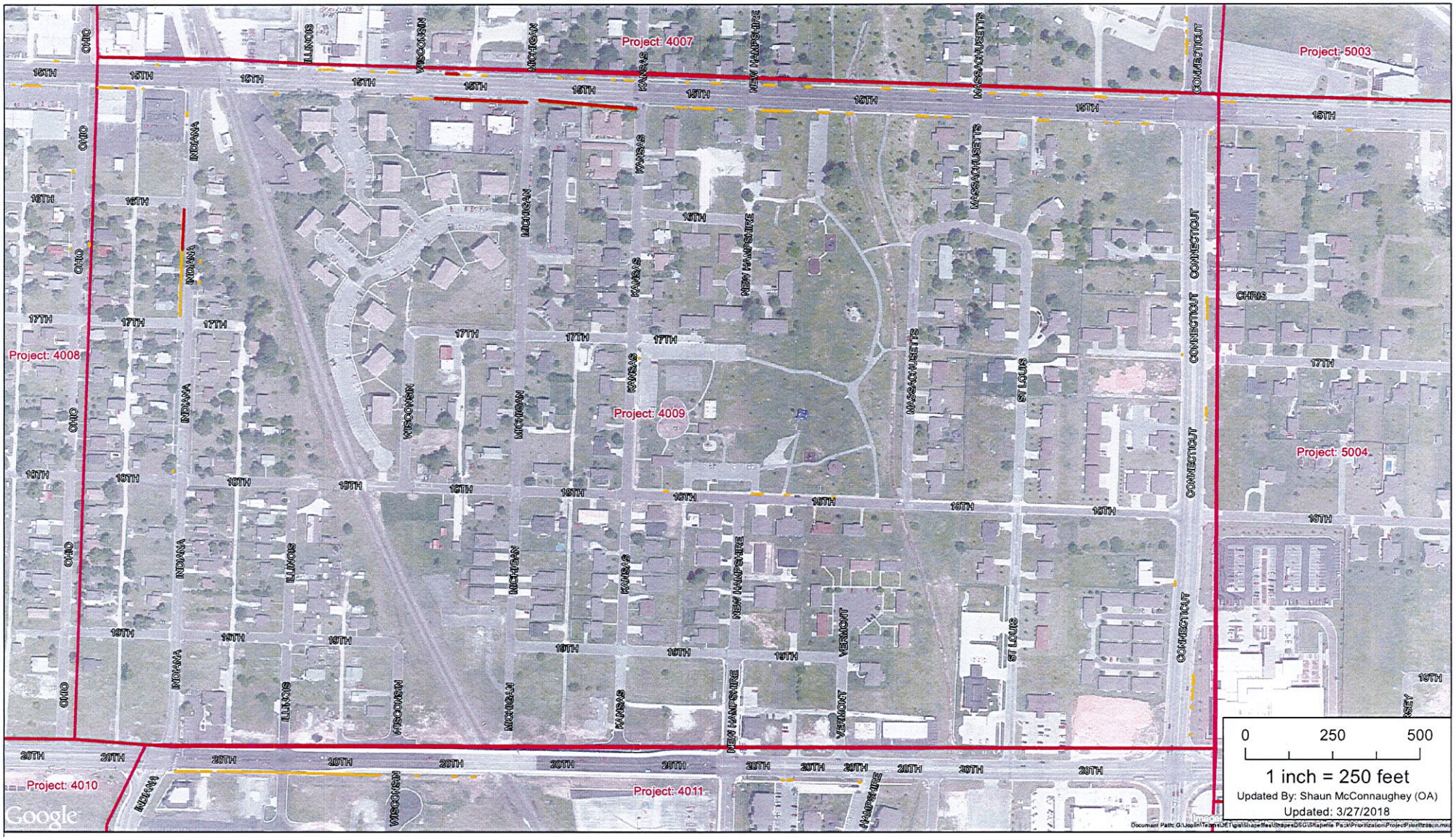
_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



Surface Project 4009

Rating
3
4
5

LMI Area

Surface Project Area

Project Prioritization Project 1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2019-007 CDBG-DR Round 1 Action Plan Amendment #17

MEETING DATE
June 3, 2019

ORIGINATING DEPT
Planning, Development, & Neighborhood Services

ATTACHMENTS
CDBG-DR Round 1 Action Plan Amendment #17

REVIEWED BY
Dept. Head: Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the approval of CDBG-DR Round Action Plan Amendment #17.

BACKGROUND
In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included the construction of various Street Improvement projects. Due to cost savings throughout these projects, the City plans to move forward with 3 projects that were identified as the next top projects if additional funding came available. In June of 2018 the City of Joplin approved a contract with Olsson Associates, DBA Joplin Engineering Team (JET) for the design, bidding and construction management of these Street Improvement projects. Surface Project 4009, the first of the projects to move forward, had a pre-bid meeting on May 16, 2019 and has a Bid Opening on May 30, 2019.

The proposed Amendment #17 will re-allocate $1,700,000 from the 20th and Main Streetscape activities to the Public Infrastructure Improvements activity. A substantial amendment, by definition, is an amendment to an Action Plan over $1,000,000, and requires posting for public comments and City Council approval in order to submit to the U.S. Department of Housing and Urban Development (HUD) for review. Notice of the amendment has been posted on the City's website and in the Joplin Globe, and any public comments received will be shared with City Council. If approved, this amendment will be forwarded to HUD for their review.

FUNDING SOURCE
These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of RS 2019-007, an CDBG-DR Round I Action Plan Amendment #17.

RESOLUTION NO. 2019-007

A RESOLUTION authorizing the filing of a Seventeenth Amendment of the Round 1 Action Plan with the U.S. Department of Housing and Urban Development (HUD) as required for the use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

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

WHEREAS, the City of Joplin's Infrastructure was affected by the tornado; and

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

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Action Plans to assist communities; and

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

Section 1. That the City of Joplin file Amendment #17, Round 1 Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 1) according to Attachment A with the U.S. Department of Housing and Urban Development, such that $1,700,000 is being reallocated to the Public Infrastructure Improvements Activity.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2019, by a vote of_____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AMENDMENT #17 – May 22, 2019

The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the first round of funding ($45,266,709). A submission of this amendment will be made to the U.S. Department of Housing and Urban Development (HUD).

INFRASTRUCTURE

Public Infrastructure Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$1,700,000
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design, Procurement, Construction Administration, Construction, and Construction Inspection activities associated with at least 3 infrastructure projects in the LMI and Non-LMI zones of the tornado impact area

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. Over 75% of these projects will benefit the LMI population.

Street Improvements

Basis for Allocation

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the street improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Prior to the May 22nd tornado, the city's asphalt program primarily consisted of a two-pronged approach. Firstly, the City was divided into 7 zones which received a micro-surfacing treatment on a rotational basis. Secondly, more severely distressed pavement received annual asphalt mill and overlay until the funds are expended for the year.

Many roadways were severely damaged from the tornado and the associated cleanup. Due to the tornado, the City did not do any paving in 2011, so the City is currently using allocations from 2 years of the asphalt paving program, plus an additional $1 million dollars to install roughly $4.8 million dollars of paving in the tornado area, as well as other parts of the City.

City staff has evaluated the entire tornado damaged area and determined the appropriate measures for repairing our roadways. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic damage to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The City plans to use CDBG-DR funds to focus on "improving" the pavement condition in the LMI area, making the most efficient usage of these monies by allowing some other infrastructure work such as storm water to proceed in advance of paving the streets—this will eliminate having to excavate freshly paved areas. A coordinated approach is being taken with storm and sanitary sewers construction to minimize damage and ensure completion prior to paving activity.

Long-term Recovery from Specific Disaster
This project will dramatically improve roadways in the city with the majority of improvements within the tornado area. Having a quality roadway network is critical for the creation of an accessible and enjoyable community and helps attract citizens to the City. Smoother roads reduce tire wear, increase fuel efficiency, lower emissions, enhance safety to vehicles and pedestrians alike, and will also help with storm water drainage.

Curb and Gutter

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.
.

Long-term Recovery from Specific Disaster
Following construction, this project will dramatically improve aesthetics of streets and private property frontage while improving storm water capture and management through neighborhoods and commercial areas. Improving the storm water capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG-DR usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during the debris removal process and will be replaced through this process as well.

Long-term Recovery from Specific Disaster
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

<u>Overall Project</u>

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY – ROUND I

AMENDMENT #17 TO INITIAL ACTION PLAN FOR THE CITY OF JOPLIN

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

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I. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development ("HUD") requires the City of Joplin ("Joplin" or "the City") to submit an Action Plan for Community Development Block Grant – Disaster Recovery ("CDBG-DR") program as the main condition to the City's receipt of $45,266,709 of federal funding under the Supplemental Appropriations Act, 2012 (the "Act") (Public Law 112-55). The Act provided $400 million in CDBG-DR funds for purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) The City of Joplin's grant number for Round I funding is B-12-MT-29-0001.

This Action Plan provides an assessment of the need for the funding and the City's public outreach, citizen participation, and Capital Planning processes. This Action Plan also describes the programs and activities for which the funding is intended to be used. The City's intended programs and projects fall within the CDBG-DR Program's Activity classifications including: Housing, Infrastructure, Economic Development, and Public Services. A portion of the funds will be used for Planning and Administration of the City's CDBG-DR Program, as permitted by HUD. In addition, all expenditures of the funds, other than Administration and Planning, will meet at least one of the three federally-mandated national objectives: low- and moderate income benefit; elimination of slum and blight; and urgent need. The City of Joplin will also ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low- and moderate–income ("LMI") persons.

All funding will be in compliance with the federal requirements set forth in public notices released by HUD on April 16, 2012, in the Federal Register at Vol. 77, No. 73, Page 22583 entitled: "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under the Department of Housing and Urban Development Appropriations Act, 2012" (FR–5628–N–01).

This Amendment #17 will create a new Activity titles Public Infrastructure Improvements. This amendment will reallocate a total of $1,000,000 to the new Public Infrastructure Improvements Activity.

II. INTRODUCTION

On Sunday, May 22, 2011, a catastrophic Enhanced Fujita-5 (EF-5) tornado struck the City of Joplin, Jasper County, and Newton County in southwest Missouri in the late afternoon. With winds in excess of 200 miles per hour (mph), the ¾-mile-wide tornado cut a 6-mile path of destruction through central Joplin. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Thousands of structures were destroyed or damaged, from single family homes to apartment buildings to large retail and public buildings, including St. John's Regional Medical Center, the Home Depot, and Wal-Mart.

In the aftermath of the tornado, emergency responders and the public began conducting search and rescue operations in damaged buildings and provided medical care and shelter for survivors. The tornado overwhelmed the capabilities of the City of Joplin, Jasper County, and Newton County, requiring a massive response from Federal, State, county, local, private sector, non-profit, and voluntary organizations. Personnel from more than 400 public safety organizations deployed to Joplin to assist with response and recovery operations.

The tornado caused severe damage to the City's housing, business, infrastructure, and public service sectors. The devastation caused by the tornado emphasizes the need for a thoughtful and comprehensive long-term recovery process. This Action Plan was developed after soliciting considerable input from affected communities and stakeholder groups beginning immediately after the disaster with the Citizens Advisory Recovery Team (CART) Plan and Comprehensive Plan 2012 and ultimately concluding with the City of Joplin's Capital Plan.

To address the extensive devastation caused by the tornado in these various sectors, the City proposes a range of programs to provide relief, detailed in Section VIII – Program Descriptions. Amendments to this Action Plan will be necessary at different points throughout the long-term recovery. As additional needs are identified and prioritized or additional CDBG-DR monies are allocated to the City of Joplin by HUD, new programs may be added or existing programs may be altered in a manner necessitating amendment. Action Plan amendment protocol are described in section VI – Programmatic Procedures.

III. IMPACTED AREA

The tornado initially touched down just east of the Kansas state line near the end of 32nd Street at 5:34 pm CDT and headed due east, downing severely trees at EF0 intensity. The widening tornado then tracked into the more densely populated southwest corner of Joplin, near the Twin Hills Country Club. Several homes were heavily damaged at EF1 to EF2 strength at a subdivision in this area. The tornado continued to strengthen as it ripped through another subdivision just east of Iron Gates Rd.

The now massive wedge tornado then crossed S. Schifferdecker Ave, producing its first area of EF4 damage as several small commercial buildings were flattened. Consistent EF4 to EF5 damage was noted east of S. Schifferdecker Ave and continued through most of southern Joplin. Damage became remarkably widespread and catastrophic at the nearby St. John's Regional Medical Center. The hospital lost many windows, interior walls, ceilings, and part of its roof, and its life flight helicopter was also blown away and destroyed. Six fatalities were reported there, and the nine-story building was so severely damaged that it was deemed structurally compromised, and was later torn down. The tornado also affected neighborhoods near McClelland Boulevard and 26th Street, with houses being damaged and some being swept completely away.

As the tornado tracked eastward, it maintained EF5 strength as it crossed Main Street between 20th and 26th Streets. Virtually every business along that stretch was heavily damaged or destroyed. Entire neighborhoods were leveled in this area with some homes swept away. The storm tracked just south of downtown, narrowly missing it.

As the tornado crossed Connecticut Ave. further to the east, it destroyed several large apartment buildings, Dillon's grocery, and a local bank. The tornado then approached Range Line Road, the main commercial strip in the eastern part of Joplin, flattening additional neighborhoods along 20th Street.

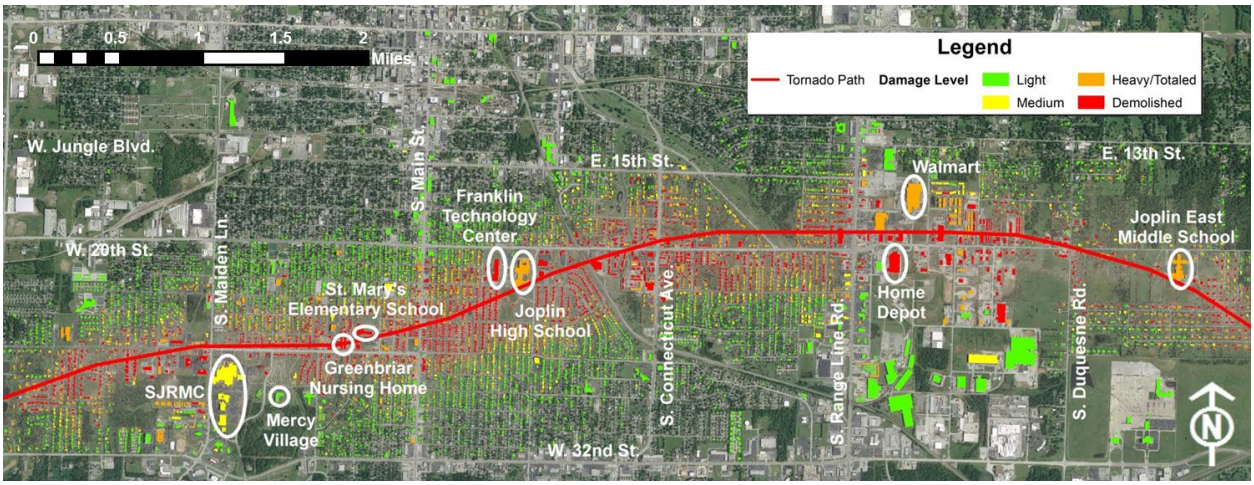
The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59, a Home Depot store, and numerous other businesses and restaurants in this area. Many fatalities occurred in this area, and damage was rated as EF5.

Extreme damage continued in the area of Duquesne Road in southeast Joplin. Many houses and industrial/commercial buildings were devastated in this area as well. The last area of EF5 damage occurred in the Crossroads industrial park. Many homes were destroyed further to the east at EF3 to EF4 strength in a nearby subdivision, and East Middle School sustained major damage.

The tornado then continued on an east to east-southeast trajectory towards Interstate 44 where it weakened. Nonetheless, vehicles were blown off the roadway and mangled near the U.S. Route 71 interchange. The damage at and around the interchange was rated EF2 to EF3. The weakening tornado continued to track into the rural areas of southeastern Jasper County and northeastern

Newton County where damage was generally minor to moderate, with trees, mobile homes, outbuildings, and frame homes damaged mainly at EF0 to EF1 strength. The tornado lifted east of Diamond at 6:12 pm CDT according to aerial surveys. The tornado's total track length was at least 22.1 miles long.

The map below depicts the path of the Tornado through the City of Joplin as well as damage levels to critical facilities including hospitals and medical centers, schools, and shopping centers.



IV. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild.

The following needs assessment and proposed allocation is based on the best currently available data and may be adjusted during a future amendment to the Action Plan.

HOUSING IMPACT AND UNMET NEEDS

As a result of the May 22, 2011 tornado, several residential properties were severely impacted, which included a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

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

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

Shortly after the tornado, the City of Joplin commissioned a comprehensive Housing Study to assess the situation. This initial assessment helped the City of Joplin to immediately capture its needs so that the rebuilding process could begin without delay. Based on the results of this assessment the City of Joplin programmed its Round 1 funding with what it believed would address the housing unmet needs. The agreed upon activities included single family homeownership direct assistance, mixed-income multi-family residential, and single family rehabilitation.

In 2012 the City of Joplin was awarded a second round of funding through the CDBG-DR program. With the new funding the City needed to update the City's initial Housing Impact Assessment. The City commissioned Novogradac to complete a second Housing Study to get a more accurate picture of the housing needs at that point in time. With this study the City conducted its own analysis based on City's Building Permit Data, Aerial Photography, School enrollment data, and Utility service data. The City of Joplin determined that there was still a need

for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with moderate income, and replacement and rebuilding of owner-occupied homes.

In 2014, to ensure that the CDBG-DR funding was being used to most effectively address the Housing unmet needs, the City of Joplin contracted Bowen National Research to conduct an updated Housing Assessment. From the study a list of key recommendations was compiled and presented to the City. These recommendations included:

1. Residential Development Efforts Should Focus on Specific Areas
2. Encourage and Support Adaptive Reuse of Vacant Structures
3. Support Efforts to Renovate/Repair/Maintain Existing Housing
4. Support and Expand First-Time and Low-income Homebuyer Programs
5. Encourage the Development of Diverse Housing Products
6. Monitor the Performance and Impact of Housing Product in the Development Pipeline
7. Encourage Private-Sector Residential Development Involvement

As well these seven general recommendations, more specific targets were identified as part of this study. The study showed that the largest group of citizens looking to purchase households will be with incomes under $25,000 and the greatest growth is projected to be among the older adult population age 55 and older. With these updated statistics, the City has been able to develop Action Plan Amendments to allocate funds to effectively address the housing unmet need, however a significant need still exists for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with low to moderate income, and replacement and rebuilding of owner-occupied homes.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

Since the initial assessment of infrastructure damages described in detail below and provided in previous amendments, several subsequent assessments of the City's infrastructure needs have been conducted, including a reallocation of funds during the City's Capital Planning process. As a result, a significant portion of the City of Joplin's CDBG-DR Round II funds will be applied toward public infrastructure improvements. The only infrastructure projects that will remain in Round I will be the Trails Reconstruction/Construction. The following text was included in previous amendments and reflects the needs identified immediately after the disaster.

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

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

An important goal that was a result of the CART process was to incorporate more trails for the purpose of alternative forms of transportation. The City will use the construction of sidewalks along with the construction of trails to provide a safe means of transportation. The aim of this

project will be to ensure that people of all income levels have access to the resources of the community through linking the damaged neighborhoods to each other and to the commercial and cultural resources of the City. The initial estimates for restoring trails in Parr Hill and Campbell Parks as well as adding connections from these parks to other resources totaled approximately $2,200,000.

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

Expected costs can be about $15/tree/month for a minimum of 5 months/year, or $150/tree. Such companies expect to be hired to plant the tree to ensure accordance with planting standards, about $100/tree. So each tree costs, with all tallied, about $350. The proposed CDBG funds would provide funds for approximately 6,333 ROW trees. This amount is estimated to be the excess need after all current funds and donations are considered. These numbers do not include trees that people go out and buy themselves.

ECONOMIC IMPACT AND UNMET NEEDS

The May 2011 disaster affected the local economy by displacing residents and employees, and damaging and destroying infrastructure. The path of the tornado crossed several of the commercial corridors in the City of Joplin which had a substantial effect on the local economy. 553 businesses were destroyed or severely damaged by the storm.

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have been rebuilt since the time of the disaster.

The community continues to have an ongoing need for economic development to stimulate the economy. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, access to public transportation, and competitive operating costs. The City has a permanent population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming.

In addition, a key aspect of Joplin's recovery is employing the unemployed and upgrading the skill sets of the underemployed. There is a need to fill gaps in the area's workforce, provide better-skilled workers and appropriate infrastructure to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living.

ASSISTANCE EXPECTED/RECEIVED

The predominant funding sources available to the City of Joplin and its residents outside of CDBG-DR are the Federal Emergency Management Agency (FEMA) and private insurance.

FEMA Assistance (as of December 7, 2015):

Individual Assistance (IA) and Small Business Administration (SBA):

- Nearly $21 million in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to 586 households occupying temporary housing units, among 15 sites throughout the metro Joplin area. 586 households (100%) have moved out of FEMA temporary housing and into longer term or permanent housing.
- FEMA has provided more than $4.8 million to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than $43.4 million in low-interest disaster loans for 521 tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.
    1. 417 low-interest disaster loans to homeowners for $26.8 million
    2. 100 low-interest disaster loans to businesses for $16.4 million
    3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance (PA):

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.
- FEMA expects to spend nearly $150 million in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. About $20 million of this amount will help fund eligible recovery costs for the City of Joplin; about $2.5 million for the City of Duquesne. So far, about $97.5 million has been paid to the State of Missouri for disbursement to 25 eligible entities, including local governments, school districts and critical facilities such as hospitals.
    - As of this Amendment to the Initial Action Plan, the city of Joplin has received $2,959,521.90 in FEMA Public Assistance.

Insurance Statistics

Losses as of October 31, 2012:

Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration

Line of Business	Claims Received	Claims Expected	Losses Paid	Losses Incurred
Commercial Property	2,142	2,159	$986,829,440	$1,320,220,325
Residential Property	8,647	8,784	$535,724,886	$554,388,779
Commercial Auto	309	309	$4,377,076	$4,783,049
Private Auto	6,982	7,117	$47,898,047	$51,084,766
Other Commercial	313	315	$15,031,287	$19,210,900
Total	**18,393**	**18,683**	**$1,589,860,736**	**$1,949,687,819**
County Mutuals	1,477	1,516	$61,789,887	$67,876,781
Total	**19,870**	**20,199**	**$1,651,650,623**	**$2,017,564,600**

V. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, the City of Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as floodplains. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances.

COORDINATED PLANNING

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

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

The CART Next Steps plan has been continuously implemented through many different avenues.

One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado, and the CART process was used as a springboard to ensure that the City's new comprehensive plan effectively leveraged opportunities presented by the tragedy as well as respecting efforts of the citizens that were put forth in the CART plan.

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

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years as there is a strong coordination between this CDBG-DR Action Plan and the 2012 Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the Metropolitan Planning Organization (MPO) for the region, and coordination with this group has also been consistent.

In the spring of 2015, the City of Joplin initiated the re-evaluation of the community's proposed projects in their latest Action and Recovery Plans eligible for CDBG-DR funds. As a part of the development of the Capital Plan, City staff solicited project proposals and met with interested stakeholders to discuss ongoing, proposed, and potential new projects to be considered for CDBG-DR funding.

Following meetings with City staff and extensive community outreach meetings to gain further knowledge of the proposed projects, the first step of the Capital Plan process was to develop project execution plans. These plans included critical project information such as scope, budget, schedule, stakeholders, CDBG-DR eligibility, performance outcomes, and proposed benefits and risks associated with proposed services to be provided.

The next step in the Capital Plan process was developing a system to rank the projects, and subsequently performing the project ranking. A series of interactive workshops were held with City Staff and City Council. Two workshops were held with City Staff to discuss the projects and rank them. City Council voted to confirm a list of projects to be funded by the CDBG-DR program.

Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has allocated other fund sources to as much of these areas as possible. In locations where projects may fall outside of LMI areas, the City has made every effort to secure other local, state, or other funding and resources that will be leveraged to complete the overall recovery in these activities.

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

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

PLANS TO MINIMIZE DISPLACEMENT

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

VI. PROGRAMATIC PROCEDURES

PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. All program income will follow the regulations set out in 24 CFR 570.504.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA;

other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its sub-recipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

Continual Quality Assurance

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

Internal Audit Function w/ responsible Audit staff

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform sub-recipient monitoring in accordance with program requirements. As part of this compliance and monitoring, sub-recipients will be contacted according to the terms of their sub-recipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

> *SCHEDULE OF EVENTS* – The usual schedule of events for CDBG monitoring visits will be as follows:
>
> 1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the sub-recipient.
> 2. The on-site monitoring visit is conducted, and consists of the following:
>   a. Conference

b. Documentation, data gathering and analysis

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

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Sub-recipients who have received $750,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

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

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

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The City of Joplin hired a grant administrator and is currently overseeing and working alongside the administrator to manage the CDBG-DR funds. The City also set aside funds to hire supplemental staff to assist in managing the CDBG-DR grants. It is possible that CDBG-DR funds could be used to hire additional staff if determined necessary in the future.

SUBSTANTIAL AMENDMENT

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

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation of reallocation of more than $1,000,000.

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

amendments, the City of Joplin will inform the Kansas City Field Office and update projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo will be provided to the Joplin City Council for their information. Finalized amendments will be posted on the City's website.

VII. BUDGET ALLOCATION CHART

Projects	Initial Action Plan	Amendment # 1	Amendment #2	Amendment #3	Minor Amendment #4	Amendment #5	Minor Amendment #6
Action Plan Date	**7/17/2012**	**4/11/2013**	**4/7/2014**	**11/17/2014**	**7/20/2015**	**7/20/2015**	**11/6/2015**
Infrastructure Activities							
Public Infrastructure Improvements	$-	$-	$-	$-	$-	$-	$-
Joplin Senior Center	$-	$-	$-	$-	$-	$-	$-
Trail Construction	$2,000,000.00	$-	$-	$-	$-	$-	$-
Sidewalk Reconstruction/ Construction	$2,500,000.00	$-	$-	$-	$-	$-	$-
Tree Planting	$2,000,000.00	$-	$-	$-	$-	$-	$-
Storm-water Improvements	$-	$-	$-	$1,000,000.00	$-	$-	$-
20th/Main Street Improvements	$-	$-	$-	$-	$-	$-	$-
Sub Total	**$6,500,000.00**	**$0.00**	**$0.00**	**$1,000,000.00**	**$0.00**	**$0.00**	**$0.00**
Economic Development							
Crossroads Industrial Park Phase 2	$-	$-	$-	$-	$-	$-	$-
Future Economic Development Activity	$-	$-	$-	$-	$-	$-	$-
SPARK - Performing Arts/Depot Renovation	$5,390,000.00	$-	$-	$-	$-	($2,760,000.00)	($541,000.00)
Crossroads Industrial Park Phase 1	$-	$-	$-	$-	$-	$1,200,000.00	$541,000.00
Sub Total	**$5,390,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**($1,560,000.00)**	**$0.00**
Housing Activities							
Mixed-Income Multi-Family Residential	$9,000,000.00	$-	$-	($4,500,000.00)	$-	$-	$-
Single Family Rehabilitation	$1,500,000.00	$-	$-	$-	$-	$-	$-
FEMA THU Relocation	$-	$60,000.00	$-	$-	$-	$-	$-
Single Family Homeownership Direct Assistance	$12,750,000.00	$-	$-	$-	$-	$7,000,000.00	$-
Land Acquisition/ Assemblage	$8,000,000.00	($60,000.00)	($500,000.00)	($1,000,000.00)	($1,000,000.00)	($5,440,000.00)	$-
Joplin Affordable Senior Housing	$-	$-	$-	$4,500,000.00	$-	$-	$-
Joplin Housing Authority Tenant Based Rental Assistance	$-	$-	$290,000.00	$-	$-	$-	$-
Joplin Housing Authority Site Improvements Repair	$-	$-	$210,000.00	$-	$-	$-	$-
Sub Total	**$31,250,000.00**	**$0.00**	**$0.00**	**($1,000,000.00)**	**($1,000,000.00)**	**$1,560,000.00**	**$0.00**
Public Service Activities							
Joplin Senior Citizens Center Phase II	$-	$-	$-	$-	$-	$-	$-
Sub Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Program Administration Activities							
City of Joplin Administrative Costs	$452,667.09	$-	$-	$-	$-	$-	$-
Consultant Administrative Costs	$1,674,041.91	$-	$-	$-	$75,600.00	$-	$-
Planning Costs	$-	$-	$-	$-	$924,400.00	$-	$-
Sub Total	**$2,126,709.00**	**$0.00**	**$0.00**	**$0.00**	**$1,000,000.00**	**$0.00**	**$0.00**
Total Budgeted (of $45,266,709.00)	**$45,266,709.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Projects	Amendment #7	Amendment #8	Amendment #9	Amendment #10	Minor Amendment #11	Minor Amendment #12	Minor Amendment #13
Action Plan Date	**12/7/2015**	**1/16/2017**	**6/19/2017**	**10/30/2017**	**5/15/2018**	**7/24/2018**	**7/30/2018**
Infrastructure Activities							
Public Infrastructure Improvements	$-	$-	$-	$-	$-	$-	$-
Joplin Senior Center	$4,750,000.00	$-	$150,000.00	$-	$-	$-	$-
Trail Construction	($800,000.00)	$-	$-	$-	$-	$-	$-
Sidewalk Reconstruction/ Construction	($2,500,000.00)	$-	$-	$-	$-	$-	$-
Tree Planting	($2,000,000.00)	$-	$-	$-	$-	$-	$-
Storm-water Improvements	($1,000,000.00)	$500,000.00	$-	$-	$-	$-	$-
20th/Main Street Improvements	$-	$2,324,040.20	$-	$-	$-	$-	$-
Sub Total	**($1,550,000.00)**	**$2,824,040.20**	**$150,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Economic Development							
Crossroads Industrial Park Phase 2	$4,959,000.00	$-	($400,000.00)	$-	$-	$-	($50,000.00)
Future Economic Development Activity	$2,050,000.00	$-	$-	$-	$-	$-	
SPARK - Performing Arts/Depot Renovation	($2,089,000.00)	$-	$-	$-	$-	$-	
Crossroads Industrial Park Phase 1	$-	$-	$-	$-	$-	$-	$50,000.00
Sub Total	**$4,920,000.00**	**$0.00**	**($400,000.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Housing Activities							
Mixed-Income Multi-Family Residential	($4,500,000.00)	$-	$-	$-	$-	$-	$-
Single Family Rehabilitation	($1,250,000.00)	$-	$-	$25,000.00	$-	$60,000.00	$-
FEMA THU Relocation	($48,200.00)	$-	$-	$-	$-	$-	$-
Single Family Homeownership Direct Assistance	$-	($1,800,000.00)	$-	($25,000.00)	($154,900.00)	$-	$-
Land Acquisition/ Assemblage	$-	$-	$-	$-	$-	$-	$-
Joplin Affordable Senior Housing	$-	$-	$-	$-	$154,900.00	$-	$-
Joplin Housing Authority Tenant Based Rental Assistance	$-	($224,040.20)	$-	$-	$-	$5,000.00	$-
Joplin Housing Authority Site Improvements Repair	$-	$-	$-	$-	$-	$8,000.00	$-
Sub Total	**($5,798,200.00)**	**($2,024,040.20)**	**$0.00**	**$0.00**	**$0.00**	**$73,000.00**	**$0.00**
Public Service Activities							
Joplin Senior Citizens Center Phase II	$-	$-	$250,000.00	$-	$-	$-	$-
Sub Total	**$0.00**	**$0.00**	**$250,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Program Administration Activities							
City of Joplin Administrative Costs	$10,000.00	$-	$-	$-	$-	$-	$-
Consultant Administrative Costs	$30,000.00	$-	$-	$-	$-	$-	$-
Planning Costs	$2,388,200.00	($800,000.00)	$-	$-	$-	($73,000.00)	$-
Sub Total	**$2,428,200.00**	**($800,000.00)**	**$0.00**	**$0.00**	**$0.00**	**($73,000.00)**	**$0.00**
Total Budgeted (of $45,266,709.00)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Projects	Minor Amendment #14	Minor Amendment #15	Minor Amendment #16	Minor Amendment #17	Total Funded to Date
Action Plan Date	**9/21/2018**	**12/17/2018**	**5/22/2019**		
Infrastructure Activities					
Public Infrastructure Improvements	$-	$-	$-	$1,700,000.00	$1,700,000.00
Joplin Senior Center	$-	$-	$30,000.00	$-	$4,930,000.00
Trail Construction	$-	$-	$650,000.00	$-	$1,850,000.00
Sidewalk Reconstruction/ Construction	$-	$-	$-	$-	$0.00
Tree Planting	$-	$-	$-	$-	$0.00
Storm-water Improvements	$-	$-	$-	$-	$500,000.00
20th/Main Street Improvements	$-	$-	$-	($1,700,000.00)	$624,040.20
Sub Total	**$0.00**	**$0.00**	**$680,000.00**	**$0.00**	**$9,604,040.20**
Economic Development					
Crossroads Industrial Park Phase 2	($18,000.00)	($36,000.00)	($781,800.00)	$-	$3,673,200.00
Future Economic Development Activity	$-	$-	$-	$-	$2,050,000.00
SPARK - Performing Arts/Depot Renovation	$-	$-	$-	$-	$0.00
Crossroads Industrial Park Phase 1	$18,000.00	$-	$-	$-	$1,809,000.00
Sub Total	**$0.00**	**($36,000.00)**	**($781,800.00)**	**$0.00**	**$7,532,200.00**
Housing Activities					
Mixed-Income Multi-Family Residential	$-	$-	$-	$-	$0.00
Single Family Rehabilitation	$28,329.65	$-	$-	$-	$363,329.65
FEMA THU Relocation	$-	$-	$-	$-	$11,800.00
Single Family Homeownership Direct Assistance	($11,395.68)	$-	$-	$-	$17,758,704.32
Land Acquisition/ Assemblage	$-	$-	$-	$-	$0.00
Joplin Affordable Senior Housing	$-	$-	$100,000.00	$-	$4,754,900.00
Joplin Housing Authority Tenant Based Rental Assistance	$20,947.00	$-	$-	$-	$91,906.80
Joplin Housing Authority Site Improvements Repair	($37,880.97)	$-	$-	$-	$180,119.03
Sub Total	**$0.00**	**$0.00**	**$100,000.00**	**$0.00**	**$23,160,759.80**
Public Service Activities					
Joplin Senior Citizens Center Phase II	$-	$36,000.00	$1,800.00	$-	$287,800.00
Sub Total	**$0.00**	**$36,000.00**	**$1,800.00**	**$0.00**	**$287,800.00**
Program Administration Activities					
City of Joplin Administrative Costs	$-	$-	$-	$-	$462,667.09
Consultant Administrative Costs	$-	$-	$-	$-	$1,779,641.91
Planning Costs	$-	$-	$-	$-	$2,439,600.00
Sub Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,681,909.00**
Total Budgeted (of $45,266,709.00)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$45,266,709.00**

VIII. PROGRAM DESCRIPTIONS

INFRASTRUCTURE

Public Infrastructure Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$1,700,000
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design, Procurement, Construction Administration, Construction, and Construction Inspection activities associated with at least 3 infrastructure projects in the LMI and Non-LMI zones of the tornado impact area

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. Over 75% of these projects will benefit the LMI population.

Street Improvements

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the street improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Prior to the May 22nd tornado, the city's asphalt program primarily consisted of a two-pronged approach. Firstly, the City was divided into 7 zones which received a micro-surfacing treatment on a rotational basis. Secondly, more severely distressed pavement received annual asphalt mill and overlay until the funds are expended for the year.

Many roadways were severely damaged from the tornado and the associated cleanup. Due to the tornado, the City did not do any paving in 2011, so the City is currently using allocations from 2 years of the asphalt paving program, plus an additional $1 million dollars to install roughly $4.8 million dollars of paving in the tornado area, as well as other parts of the City.

City staff has evaluated the entire tornado damaged area and determined the appropriate measures for repairing our roadways. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic damage to area structures, resulting in intensive debris removal operations and associated heavy

equipment activity. The City plans to use CDBG-DR funds to focus on "improving" the pavement condition in the LMI area, making the most efficient usage of these monies by allowing some other infrastructure work such as storm water to proceed in advance of paving the streets—this will eliminate having to excavate freshly paved areas. A coordinated approach is being taken with storm and sanitary sewers construction to minimize damage and ensure completion prior to paving activity.

Long-term Recovery from Specific Disaster
This project will dramatically improve roadways in the city with the majority of improvements within the tornado area. Having a quality roadway network is critical for the creation of an accessible and enjoyable community and helps attract citizens to the City. Smoother roads reduce tire wear, increase fuel efficiency, lower emissions, enhance safety to vehicles and pedestrians alike, and will also help with storm water drainage.

Curb and Gutter

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.
.
Long-term Recovery from Specific Disaster
Following construction, this project will dramatically improve aesthetics of streets and private property frontage while improving storm water capture and management through neighborhoods and commercial areas. Improving the storm water capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not

have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG-DR usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during the debris removal process and will be replaced through this process as well.

Long-term Recovery from Specific Disaster
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

Overall Project

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

Joplin Senior Citizens Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$4,930,000
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park

Performance Outcomes: Provide for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to provide a new location to adequately serve the growing senior citizen population within the City of Joplin. The existing facility currently hosts all programs and activities in the lunchroom, this is not only inadequate as it does not provide a comfortable place for seniors to meet, but causes concern for the senior's health and overall safety. The new facility will aid in providing the following services:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201(c), Public Facilities and improvements, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence. This funding is specifically proposed to fund infrastructure costs associated to make the new Joplin Senior Citizen's Center safer and designed more efficiently than the current center. The Center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's park, the development of Freeman Hospital's Autism Center, the proposed medical school and the development of a senior housing facility. Once all projects are completed this area will serve as a focal point/meeting place for all sectors of the community to come together and help meet the needs of its senior citizens.

Trail Construction/Reconstruction

Program/Activity Details

Administering Entity: City of Joplin
Budget: $1,850,000
Geographic Area: City of Joplin; Tornado Area
Performance Outcomes: Design and construction of trails to help provide attractive neighborhoods and alternative transportation methods for residents.

*A portion of the funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation
In an attempt to create suitable and attractive neighborhoods for residents to return to the City of Joplin after the disaster, the community, through the CART process, asked for an expansion of the current trail opportunities throughout the community and especially throughout the tornado damaged area. The need that surfaced was that there should be a connection of the existing trails along Campbell Parkway southwest through the damaged area to connect ultimately to the trails system near Wildcat Glades Nature Center. Several additional trails have been identified that align with the community's vision outlined in the CART Plan.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Urgent Need. Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous pedestrian infrastructure can cause. If necessary, the National Objective of Slum and Blight Area may also be used if the City decides to declare the area one of Slum and Blight. Both of these objectives will result in contributing to the recovery of housing through improving the neighborhoods in which people will return.

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

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

Sidewalk Construction and Reconstruction

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design for a project to repair and replace damaged sidewalk

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart

in Section VII – Budget Allocation Chart

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

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objectives of both Low-Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous sidewalk infrastructure can cause and/or the Slum and Blight Area national objective.

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

Tree Planting

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Replace lost or damaged trees with 6,333 ROW Trees

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation
After the tornado, the damage to the built environment was evident and publicized. The community quickly realized that it also lost a large part of its natural environment in the

urbanized setting, its trees. The City has been provided a Community Forestry Recovery Coordinator by the Missouri Department of Conservation. The following assessment was completed by that individual.

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

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

This projection assumes concordance with changes that can allow us to follow the CART recommendation that we develop sustainability of the urban forest and address the loss of trees after the tornado event of 2011. 7,144 variable sized trees have been donated and planted in City parks and neighborhoods to date and an additional 2,414 this spring. Our projected outcome is to replace approximately 15,000 trees lost to the storm. We can expect about 1,523 more donated trees; therefore, we project planting 6,333 ROW trees. These numbers do not include trees that people go out and buy themselves.

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

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety citing the numerous benefits to public health that will be gained through this activity. The City may also choose to use the Slum and Blight national objective, if the tornado area is designated a Slum and Blight area.

Long-term Recovery from Specific Disaster

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

Storm-Water Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$500,000.00
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design for a project to result in the completion of 23 separate Improvement/Facility Projects

Basis for Allocation

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

20th/Main Street Improvements

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 624,040.20
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Ongoing infrastructure construction

Basis for Allocation

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design activities necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015 along with the other ongoing infrastructure-related design activities within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin.

The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian-friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles.

The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20th Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and

recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

PUBLIC SERVICES

Joplin Senior Citizens Center Phase II

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$287,800
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park
Performance Outcomes:	Provide furniture, fixtures, and equipment for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to fund the design and construction of a new Senior Citizens Center to adequately serve the growing senior citizens population within the City of Joplin. This allocation will provide means to purchase the necessary furniture, fixtures, and equipment required to develop and execute the programs/classes offered within the proposed Senior Center. The furniture, fixtures, and equipment will be used to carry out the programs and activities provided by the proposed Joplin Senior Center, including, but not limited to:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201(e), Public Services, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The furniture, fixtures, and equipment for the Senior Citizens Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence.

ECONOMIC DEVELOPMENT

Crossroads Industrial Park (Phase II)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	$3,673,200
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that will attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

Basis for Allocation

The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin. Funds are being moved to the Joplin Senior Center project and will not impact the proposed economic development activities at the Crossroads Industrial Park (Phase II). The project will still be able to meet the National Objective requirements with the funding reduction.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Jobs.

Long-term Recovery from Specific Disaster

This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

Future Economic Development Activity

Program/Activity Details

Administering Entity:	City of Joplin

Budget:	$2,050,000
Geographic Area:	City of Joplin
Performance Outcomes:	Performance outcomes to be determined. Funds reserved for a future economic development Activity.

Basis for Allocation
As described in Section V – Planning Efforts, the City of Joplin undertook a comprehensive Capital Planning process in order to determine the most effective use of CDBG-DR funds. Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

The funds in this Activity have been set aside for a future economic development Activity, which will be fully detailed and described in a subsequent Action Plan Amendment.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objectives of Low and Moderate Income.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this Activity will be detailed in a subsequent Action Plan Amendment.

Spark – Performing and Visual Arts Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Rehabilitate Joplin Union Depot into a performing arts center to help accelerate economic activity

*Funds from this Activity were reallocated during the Capital Planning process described in Section V - Planning Efforts and detailed in the chart in Section VII - Budget Allocation Chart

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

CDBG Eligibility and National Objective
The eligibility of this project is under 24 CFR 270.503 (a), Special Economic Development Activities, and the primary national objective for this project will be the elimination of a Slum and Blight Area.

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

Crossroads Industrial Park (Phase I)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	$1,809,000*
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that would attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

*Additional funds will be used for the design, construction, and services related to a critical sewer line extension on 23rd Street

Basis for Allocation
The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.

The 24th Street Extension Project will provide improved access to two business entities (Eagle Picher and John Schaumburg) located within the industrial park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their population growth objectives.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Income Limited Clientele.

Long-term Recovery from Specific Disaster
This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

HOUSING

Mixed Income Multi-Family Residential

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide LMI clientele assistance on rental units and the ability to return to the tornado affected area

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation
The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The Housing Study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. The need for rental resources was apparent through the Census data that was analyzed in the housing study. The City also realizes that there is a high potential for previous homeowners that were either under-insured or uninsured will be faced with the need to convert to becoming renters.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the

City's studies.

Long-term Recovery from Specific Disaster
This project specifically aims to provide housing opportunities that integrate households of various income levels into multi-family developments. This funding is specifically proposed to fund infrastructure costs associated with an estimated total of 500 units. Of these 500 units, at least 255 units will be rented to households that meet the criteria for a low-moderate income household. Providing these rental resources will allow a subset of the population that may not have the resources to achieve home-ownership, even with the proposed Direct Homeownership Assistance program, the ability to return to Joplin and specifically to the tornado affected area. The rental market in Joplin has been a large part of the housing sector and to have a healthy recovery, it will be essential to include assistance for this type of development.

Single-Family Rehabilitation

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$363,329.65*
Geographic Area:	City of Joplin
Performance Outcomes:	Provide rehabilitation assistance to 100 homes and create more habitable residential properties

*A portion of funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

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

The initial estimate of 100 homes was too high due to the lack of qualified applicants for the Single-Family Rehabilitation program. As of December 2015, the anticipated number of homes is approximately 10.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

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

FEMA Temporary Housing Unit Relocation

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$11,800.00*
Geographic Area:	City of Joplin; Temporary Housing Locations
Performance Outcomes:	Provide temporary housing to citizens whose homes were destroyed by the tornado

*This Activity is complete. Unused funds will be reallocated per the budget table in Section VII Budget Allocation Chart

Basis for Allocation
The City of Joplin worked with a group of local, state, and national housing partners after the May 22, 2011 tornado called the Housing Task Force. One major component of this group was tracking and assisting the transition of households out of the FEMA Temporary Housing Units into more permanent housing situations. FEMA only offered its Temporary Housing Unit (THU) program until the first week of June 2013. With that deadline in sight, the Housing Task Force identified approximately 11 potential households that were currently housed in the THUs and would be assisted by being provided more time in the THUs at a better location.

The group identified a local non-profit that received the donated THUs and operated them as temporary housing for some homeless individuals. The non-profit, Catholic Charities, also provided social services to these households and assisted them in finding more permanent housing. The THUs operated as temporary transitional housing with affordable rents capped according to the household's income.

When the time came for trailers were to be relocated to the City of Joplin, there were not as many trailers available to be relocated as initially estimated, which resulted in the decreased budget.

CDBG Eligibility and National Objective
This Activity is eligible under 570.201(d) as Clearance and Remediation, and will utilize the National Objectives of Low and Moderate Income Clientele with a Presumed Benefit to Homeless Households.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the placing of homeless households into more permanent housing with assistance to locate permanent housing.

Joplin Homebuyer Assistance Program (J-HAP)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$17,758,704.32
Geographic Area:	City of Joplin: Tornado Area
Performance Outcomes:	Allocation of homeownership to LMI residents throughout the destruction area.

Scope

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

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

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. Much of the single-family home housing stock that was destroyed by the tornado was older, lower priced homes. There is now a shortage of lower to moderately priced homes in the Joplin area and many of the available homes are new construction with high price tags. The primary objectives of the City of Joplin's Homebuyer Assistant Program (J-HAP) are:

- To disburse a portion of the City's Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds for homeownership programs to repopulate the tornado affected area;
- To increase the number of affordable housing units in the City;
- To improve the opportunities for homeownership for Low and Moderate Income (LMI) families.

The table below shows the population and funding break-down available through J-HAP to the City of Joplin residents.

Population	*Property Type*	*% of Down-Payment Assistance*	*CAP*
LMI	Existing	20	$30,000
LMI	New Build	30	$35,000
Urgent Need	Existing	20	$30,000
Urgent Need	New Build	20	$30,000

As of 11/20/15 there have been 406 home closings (35% of these homes have been provided to LMI families). The subsidy may be used to fund up to 20% of down payment assistance, up to 30% for qualified LMI covering 100% of the primary lender requirements and/or 100% of the:

- Reasonable closing costs
- Acceptable loan terms are 15-30 years with loan fully amortized at the end of the loan period, and ARM's are acceptable
- The additional $7,000,000.00 in funding will be used to further facilitate the repopulation of the tornado area by providing more affordable housing for Low-Moderate income residents

Basis for Allocation

Due to the success of this program, the City has been able to provide over 400 affordable homes within the tornado affected area. The program has helped the City stabilize and minimize population loss, encourage population growth and provide financial incentives to low and moderate income families that live within the tornado impacted area. The additional funds added to this program will provide direct home-ownership opportunities to approximately 220 additional households.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels.

Land Acquisition/Assemblage

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Secure lots to provide residential redevelopment assistance for the citizens of Joplin

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

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

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (a), Acquisition, and the primary national objective for this project will be Urgent Need. This will serve the purpose of securing lots that could otherwise become vacant and endanger the public and will also help provide incentive to address the urgent needs of residential redevelopment to serve the citizens of Joplin.

Long-term Recovery from Specific Disaster
The Joplin Redevelopment Corporation (a Missouri 353 Corporation) was used to acquire various parcels of land in the EDR. Properties acquired by the Joplin Redevelopment Corporation would be sold to prospective homeowners to rebuild in the community. All net proceeds resulting from the sale of land will be used to create a Revolving Loan Fund for the purchasing of additional land within the city limits for the same purpose.

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

Joplin Affordable Senior Housing

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$4,754,900.00
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide additional housing opportunities for Low-Moderate Income seniors

Basis for Allocation
Within the Joplin area there are eight senior residential facilities, including one independent living facility, three congregate care facilities, six assisted living facilities, and three nursing homes (note: some projects offer more than one housing type). These eight facilities represent virtually all of the senior care facilities in Joplin, post tornado, and are representative of the housing choices available to seniors requiring special care housing.

The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). The American Seniors Housing Association (ASHA) conducts an annual survey of retirement and senior residential care communities. While the occupancy rate at most senior care facilities surveyed by Bowen National Research within Joplin after the tornado event are comparable to those reported within the region and the nation by (ASHA), the nursing care occupancy rate of 98.3% in Joplin is extremely high and much higher than the ASHA averages. These statistics do not factor in affordability.

As such, there appears to be a shortage of affordable senior care housing options in the Joplin market. Joplin proposes that a selection of affordable senior care housing be constructed in the tornado zone, replacing nursing care and other destroyed senior housing facilities.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.201 (k) Housing services, and will utilize the National Objective of serving Low-Moderate Income Clientele.

Long-term Recovery from Specific Disaster
This project would provide housing opportunities to seniors within the Joplin community. The proposed funding would be used for site and storm water drainage improvements. The new senior housing development would provide affordable senior housing options and would assist in reducing the shortage identified in the Bowen National Research, Housing Needs Assessment study issued April 18, 2014.

Joplin Housing Authority Tenant Based Rental Assistance

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$91,906.80
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide financial assistant to Joplin's Section 8 voucher program

Basis for Allocation
As a result of the May, 2011 tornado, Joplin's housing stock including its Section 8 voucher program, was severely impacted. In regards to the Section 8 program, 85 voucher-holders were displaced. Since the tornado, new housing units have gradually been added to Joplin's inventor; however many of these are more costly as Joplin's rental market evolves. Compounding the issue, during its recovery, the Joplin Housing Authority experienced a decrease in its "fundable" voucher population due to the lack of available units. As a result of this decrease, the voucher budge provided to the City also decrease, despite the needs of additional households that were displaced.

Therefore, HUD through the Community Development Block Grant Program – Disaster Recovery and through the Public and Indian Housing Program have granted waivers to allow CDBG-DR funds to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Tenant-based rental assistance will be assisted with a maximum of $290,000.00

in CDBG-DR funds within a two year period.

CDBG Eligibility and National Objective
This Activity is eligible under 570.207(4) as waived (Income Payments), and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the restoration of Section 8 voucher-holders to pre-tornado levels.

Joplin Housing Authority Site Improvements Repair

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$180,119.03
Geographic Area:	City of Joplin; Parr Hills, Leonard Estates, and Bartlett Hills (JHA parking lots & housing sites)
Performance Outcomes:	Improving parking lots and landscaping associated with the Joplin Housing Authority sites

Basis for Allocation
Due to tornado damage and subsequent damage and wear and tear from heavy trucks and equipment used in the clean-up effort which included demolition, construction and repair of utilities, several Joplin Housing Authority parking lots were damaged as well as damage to the parking lot of their temporary office location at 424 S Turk Street. Costs to repair and/or overlay were not covered by FEMA, insurance or other funding sources. Additionally, yards and trees at Joplin Housing Authority's housing sites were damaged. These repairs are central to the viability and livable of the affordable rental housing units as well as access to the Housing Authority's temporary office where they accept applicants.

Therefore, up to $210,000 will be available in Community Development Block Grant Program – Disaster Recovery funds to make the necessary repairs.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 570.202(a)(2) as Rehabilitation and Preservation, and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the continued viability of existing public housing units by improving parking and landscaping associated with the units.

PLANNING & ADMINISTRATION

Program Administration & Planning

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$4,681,909.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A
Start/End Dates:	Ongoing
Performance Outcomes:	Support grant management and execution

Basis for Allocation (Administration)

All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

Basis for Allocation (Planning)

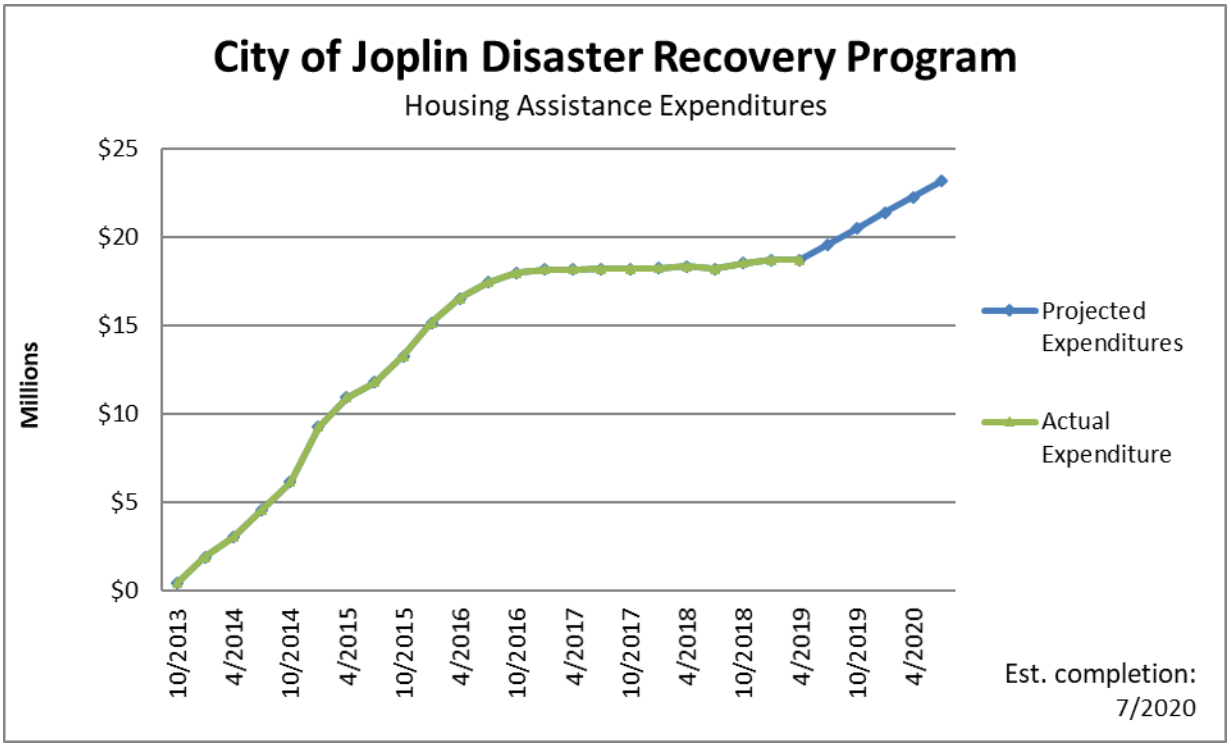
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

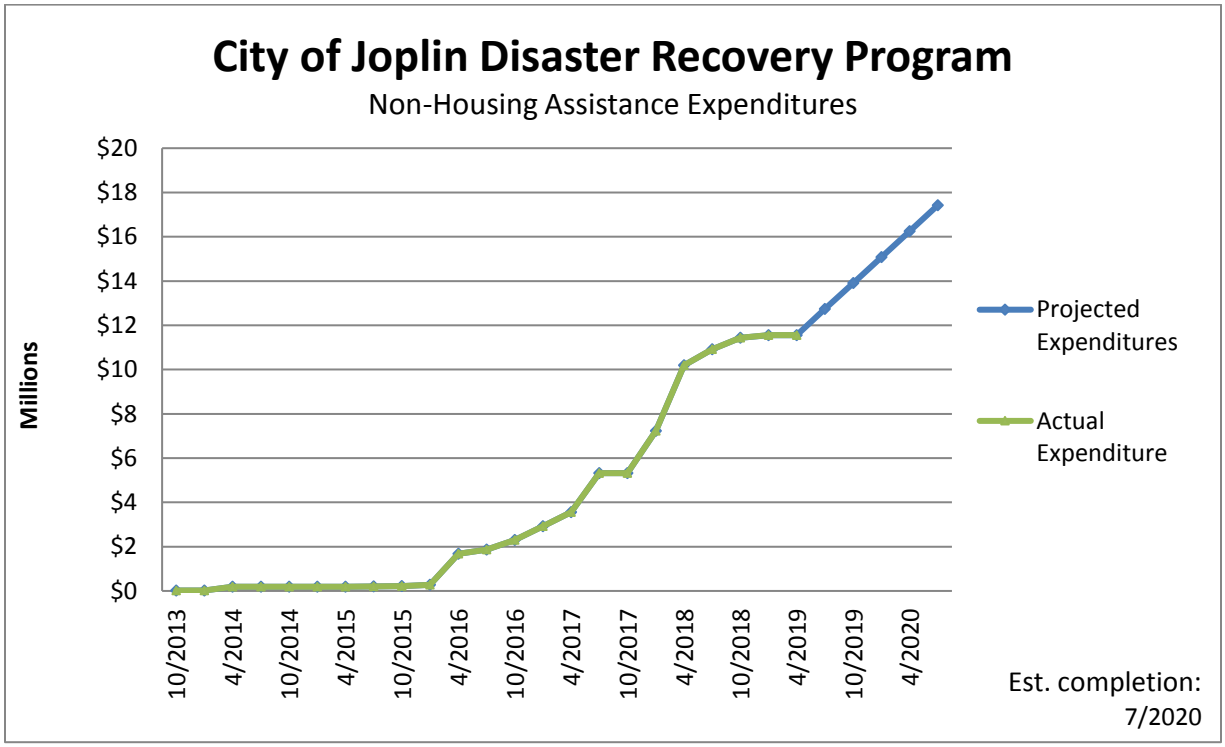
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

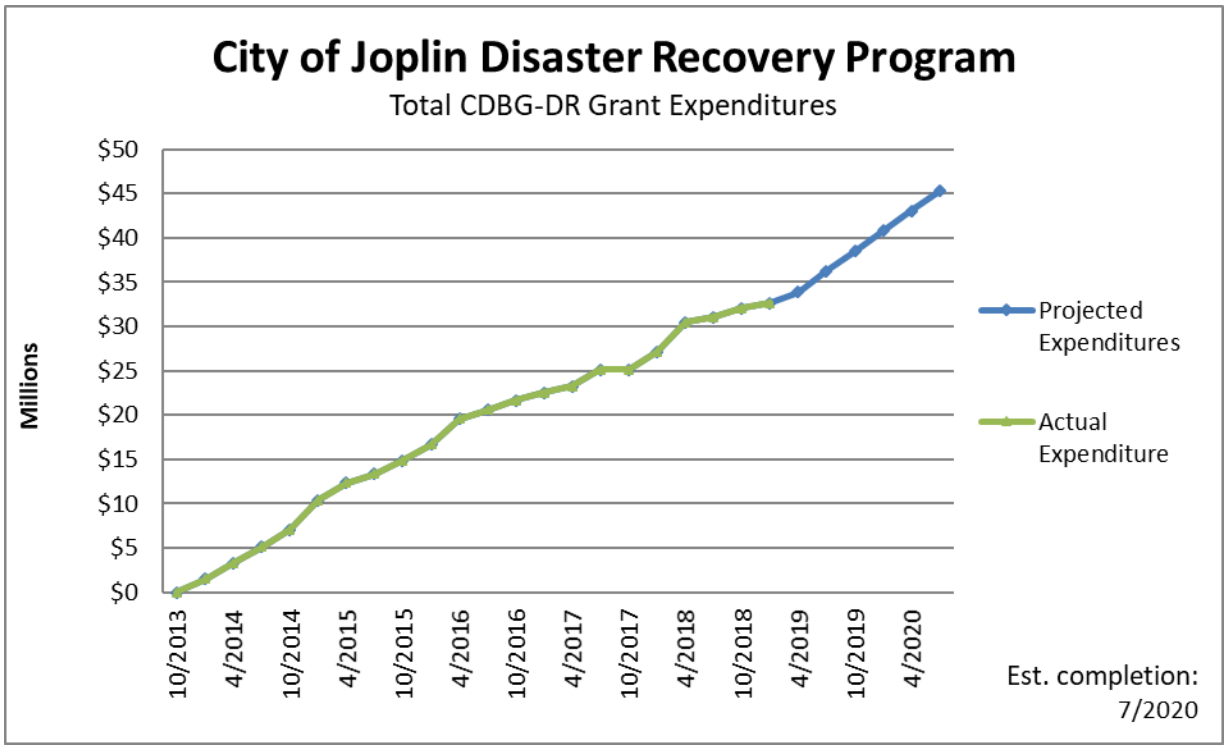
CDBG Eligibility

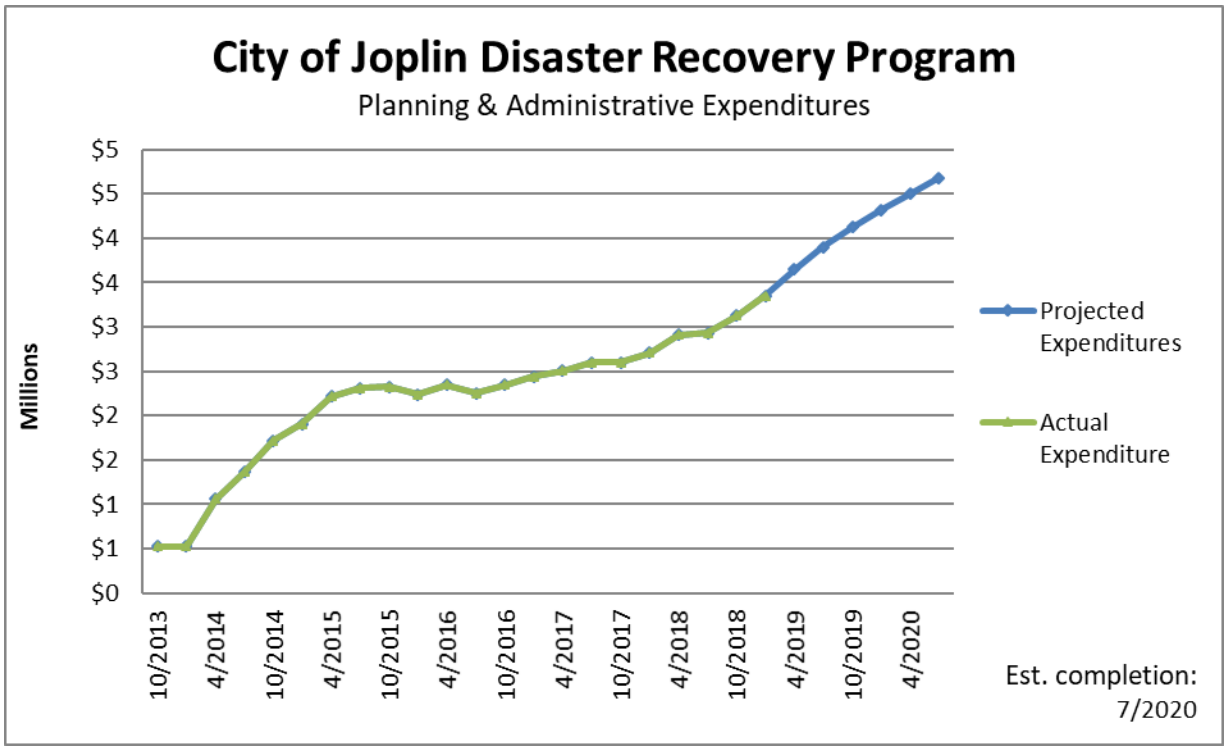
These activities are eligible under Program Administration and Planning

IX. PERFORMANCE SCHEDULES






City of Joplin Disaster Recovery Program
Total CDBG-DR Grant Expenditures
Millions
$50
$45
$40
$35
$30
$25
$20
$15
$10
$5
$0
10/2013
4/2014
10/2014
4/2015
10/2015
4/2016
10/2016
4/2017
10/2017
4/2018
10/2018
4/2019
10/2019
4/2020
Projected Expenditures
Actual Expenditure
Est. completion: 7/2020


City of Joplin Disaster Recovery Program
Planning & Administrative Expenditures
Millions
$5
$5
$4
$4
$3
$3
$2
$2
$1
$1
$0
10/2013
4/2014
10/2014
4/2015
10/2015
4/2016
10/2016
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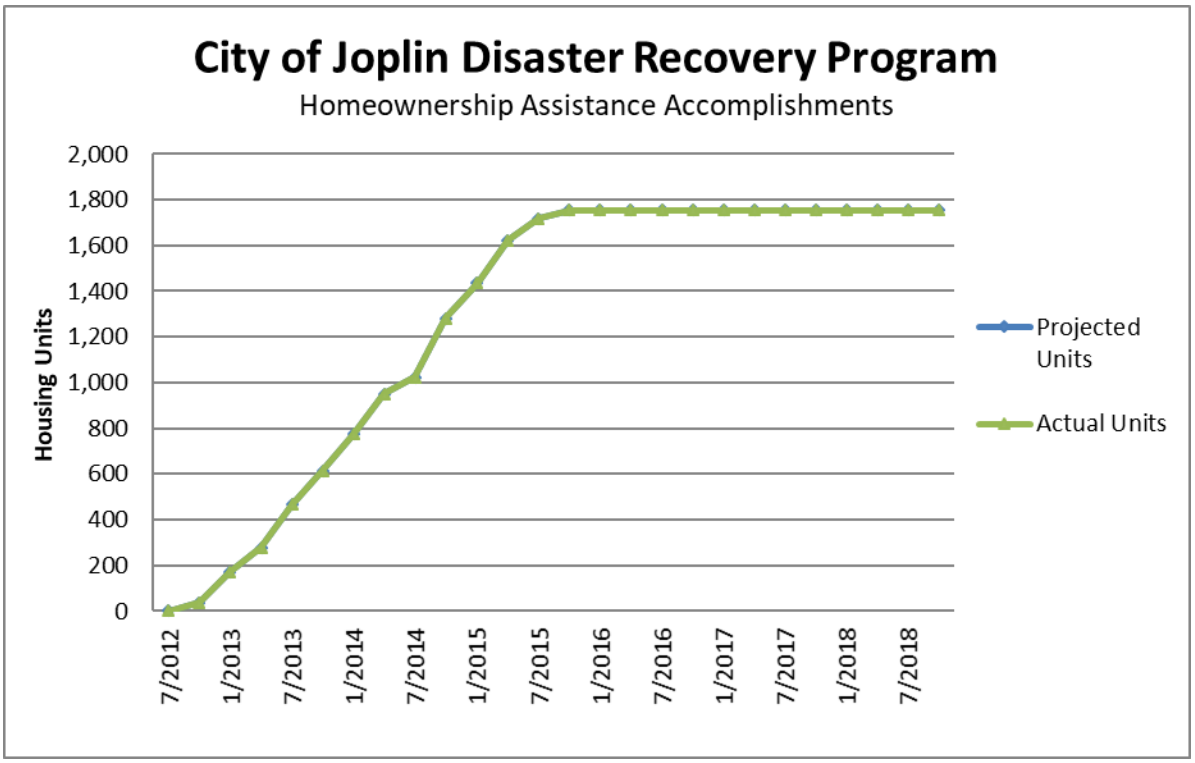
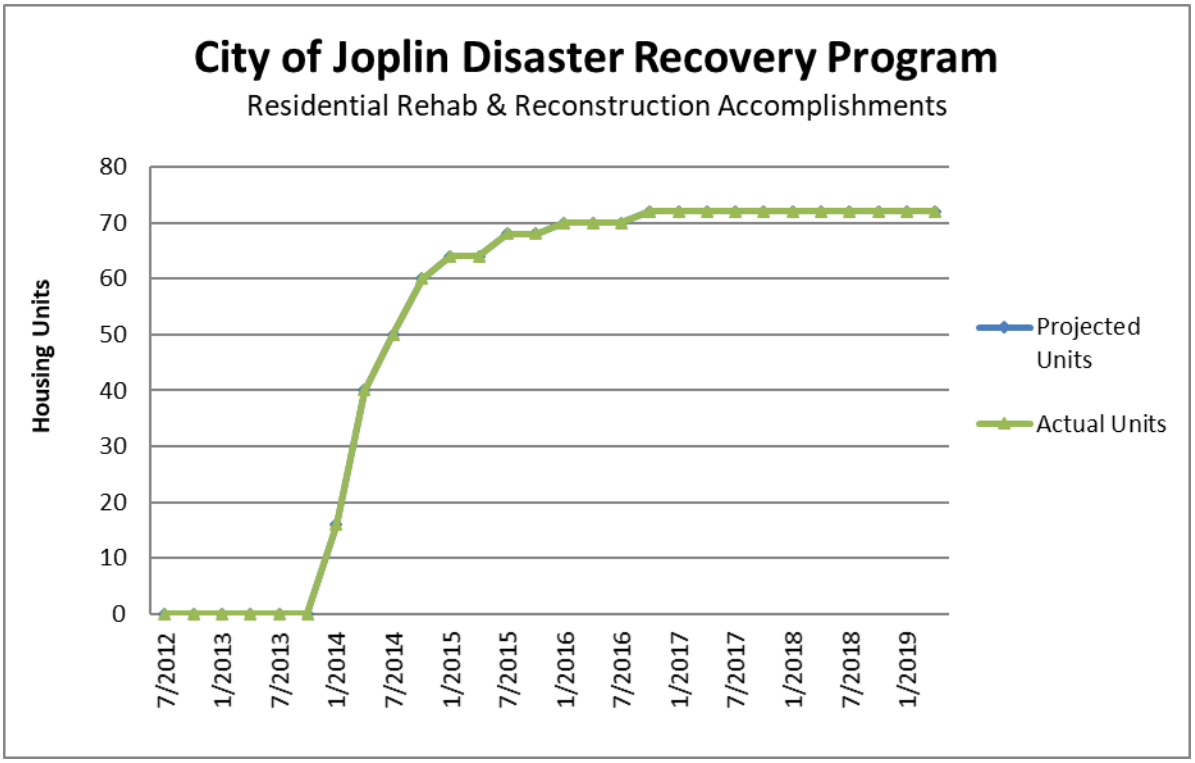
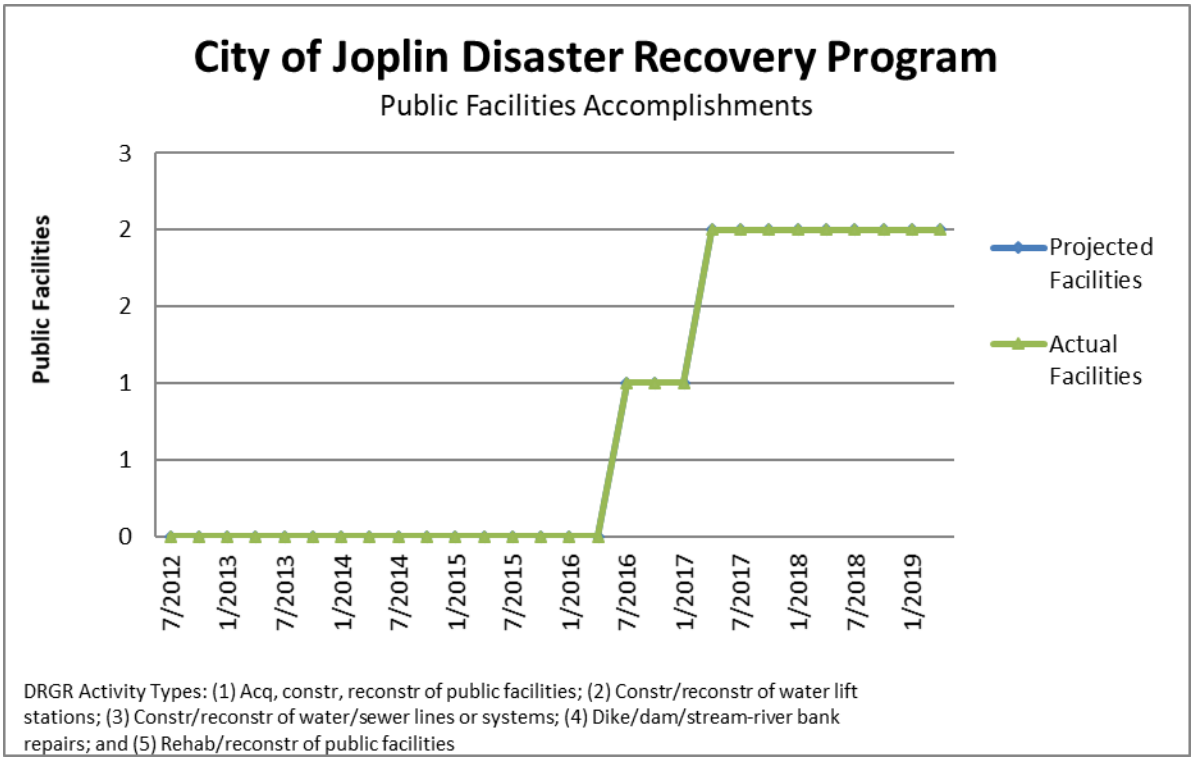
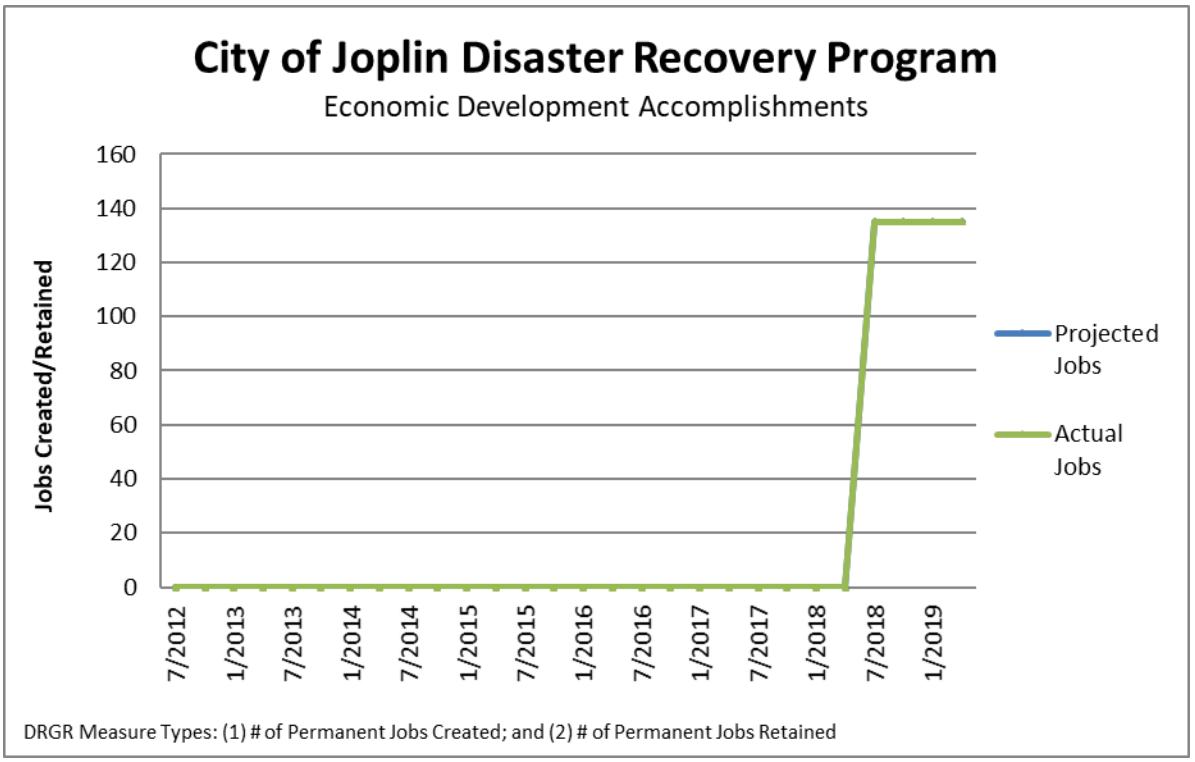
Projected Expenditures
Actual Expenditure
Est. completion: 7/2020


City of Joplin Disaster Recovery Program
Homeownership Assistance Accomplishments
Housing Units
2,000
1,800
1,600
1,400
1,200
1,000
800
600
400
200
0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
Projected Units
Actual Units

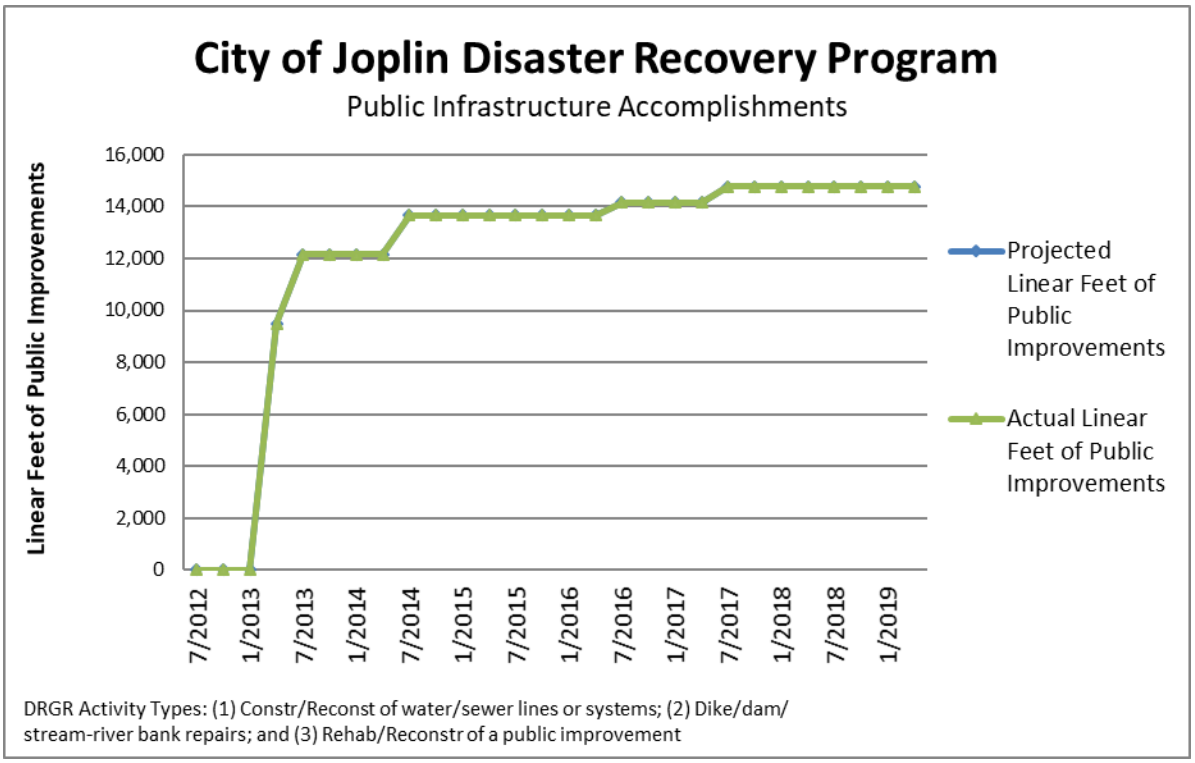

City of Joplin Disaster Recovery Program
Residential Rehab & Reconstruction Accomplishments
Housing Units
80
70
60
50
40
30
20
10
0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Units
Actual Units



DRGR Activity Types: (1) Acq, constr, reconstr of public facilities; (2) Constr/reconstr of water lift stations; (3) Constr/reconstr of water/sewer lines or systems; (4) Dike/dam/stream-river bank repairs; and (5) Rehab/reconstr of public facilities



DRGR Measure Types: (1) # of Permanent Jobs Created; and (2) # of Permanent Jobs Retained



X. PUBLIC COMMENT

Amendment 9
The City of Joplin provided prominent posting on the City's official website beginning on January 18, 2017 indicating written comments would be accepted through January 25, 2017 at 5:00 p.m.

No comments were received.

Amendment 8
The City of Joplin provided prominent posting on the City's official website beginning on January 8, 2017 indicating written comments would be accepted through January 15, 2017 at 5:00 p.m.

No comments were received.

Amendment 7
The City of Joplin provided prominent posting on the City's official website beginning on December 6, 2015 indicating written comments would be accepted through December 13, 2015 at 5:00 p.m.

No comments were received.

Amendment 6
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on November 16, 2015. The finalized minor amendments was posted on the City's website.

Amendment 5
The City of Joplin provided prominent posting on the City's official website beginning on July 15, 2015 indicating written comments would be accepted through July 22, 2015 at 5:00 p.m.

No comments were received.

Amendment 4
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on May 11, 2015. The finalized minor amendments was posted on the City's website.

Amendment 3
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts. Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

For Amendment #3, notice was posted requesting comments during a 7-day comment period, ending November 19, 2014.

No comments were received.

Amendment 2
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

Amendment 1
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated

through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

Initial Action Plan
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

XI. ACCESSIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

XII. CERTIFICATIONS AND SF-424

The necessary Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

XIII. APPENDICES

Appendix A – CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

A. Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with sub-recipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

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

C. Lobbying Certification – The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

D. State and Local Laws – The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

E. Consistency with Action Plan – The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

F. Acquisition and Relocation – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

G. Section 3 – The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

H. Public Participation – The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

I. Use of Funds – The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*)

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate- income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to

the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

J. Civil Rights -- The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

K. Excessive Force -- The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

L. Capacity -- Each unit of local government receiving a direct award under this Notice certifies that it (and any sub-recipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

M. Special Flood Hazard Area -- The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

N. Lead-based Paint -- The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

O. Applicable Laws -- The grantee certifies that it will comply with applicable laws. **Financial Controls –** The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____

Dan Pekarek Date
Interim City Manager

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-128
Olsson, Engineering Services Agreement for ADA & Sidewalk Assessment

MEETING DATE
June 3, 2019

ORIGINATING DEPT
Public Works Operations

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Planning and Zoning- Troy Bolander; Director of Finance- Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager- Daniel Pekarek

ATTACHMENTS
Council Bill No. 2019-128; Agreement from Olsson

SUMMARY
This Council Bill Authorizing the approval of an agreement with Olsson in the amount not to exceed Two Hundred Thirty-Eight Thousand and No/100 Dollars ($238,000.00) for an ADA & Sidewalk Assessment for the City of Joplin (COJ).

BACKGROUND
In 2015, the City of Joplin selected Transystems to conduct an assessment of the Tornado area which focused on the ADA ramps and sidewalks through the Disaster Recovery area. Once the assessment was done, the COJ hired three firms to complete surface construction projects approved by the COJ Council that also covered the ADA accessibility in this area. Municipalities are required through Federal legislation, "The Americans with Disabilities Act", that lays a platform for cities to conform and make sidewalks assessible for everyone. The cost of this 2015 assessment was funded with State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program.

DISCUSSION
City staff followed procurement policy and State's statutes for Qualified Based Selection (QBS) for firms. Olsson was chosen by city staff after soliciting organizations with a Request for Qualifications (RFQ). Eleven firms replied; the committee then reviewed these submittals, graded them, and decided to interview the top three firms. From those interviews, Olsson was chosen for this project. Eighty percent of the cost of this assessment will be paid from JATSO and 20 percent through Infrastructure Improvement. City staff met with Olsson for a scoping meeting and reviewed attached work authorizations.

FUNDING SOURCE
Infrastructure Improvements & JATSO

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2019-128, an agreement with Olsson in the amount of Two Hundred Thirty-Eight Thousand and no/100 Dollars ($238,000.00) for the ADA & Sidewalk Assessment project on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Jack Schaller	
Department: Public Works Dept.		Phone: 417-781-0643	Fax: 417-781-4714
Phone:417-624-0820	Fax:	Joplin ADA Sidewalk Assessment	

WORK AUTHORIZATION NUMBER ADA-2019-01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ADA-2019-01 the sum of Two-Hundred Thirty-Eight Thousand and Zero cents Dollars ($ 238,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Olsson

By:

Printed Name: Clayton Cristy

Title: Vice President

Date: 5/20/2019

By:

Printed Name: Jack Schaller

Title: Vice President

Date: 5/20/2019

CITY OF JOPLIN, MISSOURI

By:

David Hertzberg, P.E.
Public Works Director

Date:

EXHIBIT A
Scope of Services **– ADA** Sidewalk Assessment &
Pavement Condition Survey

PROJECT SUMMARY

The base scope of services will include a sidewalk, pedestrian curb ramp, and curb evaluation utilizing the IMS sidewalk surface tester (SST) covering the network as follows:

- The City's existing sidewalk GIS linework will be adopted and cleaned up as a part of this assignment. Long sidewalk segments will be split in an effort to develop homogeneous segmentation on an intersection-to-intersection basis.
- The Master Asset List (MAL) will be developed and reviewed with the City for accuracy. The MAL is the data/attribute dictionary that defines the elements to be recorded.
- The SST will perform a linear survey on the portion of City-owned sidewalks not affected by the recent tornado, covering approximately 120 linear sidewalk miles. The inspection will include City sidewalks, pedestrian curb ramps, and curbing. Residential driveway approaches shall not be treated as an independent asset or attribute. The condition of the travel path will be aggregated with the segment as a whole. The area inside the tornado zone (75 linear sidewalk miles) remains optional and can be added at the discretion of City staff.
- IMS will QA/QC and process the data collected in the field at the segment level on an intersection-to-intersection basis. The distress inspection data will be captured as a percentage of the sidewalk length to simplify the review process.
- IMS will also include a curb assessment, with good/fair/poor ratings. The curb condition will simply be an attribute to the sidewalk inventory and will not be inspected as a separate asset.
- Video from the SST field surveys will be processed and delivered to the City at approximately 10 – 20 foot intervals and delivered with a Personal Geodatabase containing image hyperlinks.
- A sidewalk and pedestrian curb ramp analysis will be performed to identify the network valuation, deficiencies, ramp compliance types, deficiencies by rehab activity & cost, annual rehab budgets based upon the program life, and a multi-year prioritized plan.

EXHIBIT A
Scope of Services **– ADA** Sidewalk Assessment &
Pavement Condition Survey

Task	Description	Activities	Deliverables
Project Initiation:			
1.	Project Initiation & Set Up	• Confirm scope, extent and content of surveys, set milestones, and deliverables. • Confirm key contacts, roles and responsibilities, and project documentation. • Identify location of key data elements such as GIS and existing sidewalk inventories. • Identify deficient data and the means to obtain it. • Confirm phases of the work and invoicing methodology. • Confirm deliverable formats and scheduling constrains. • Setup project within project management system along with confirmed milestones.	Technical memo detailing scope of work, budget and deliverables.
2.	Network Referencing & Line work Cleanup	• Obtain the City's street centerline such that all sidewalks can be linked to an appropriate street segment. • Obtain existing sidewalk attributes from GIS for ownership, length, material type, etc (if available). • Using the City's existing GIS sidewalk topology, develop a network wide sidewalk inventory on a block-to-block and/or intersection-to-intersection basis. Long blocks will be re-sectioned appropriately. • Ensure each segment is linked to its parent GIS section. • Utilizing aerial photography, measure, draw, and confirm lengths for each sidewalk segment.	Sidewalk inventory in Excel format and as a Personal Geodatabase.
3.	MAL & NOMAD Development	• Review the Master Asset List (MAL) with City staff to ensure the attributes being collected meet expectations. • Review the MAL attribute definitions with City staff. • Configure NOMAD for Joplin SST operation and take any corrective action that came from the MAL review.	Master Asset List (MAL) development.
4.	SST Survey Setup & Routing	• Develop mobile survey maps for review by City staff. Make necessary revisions to sidewalk coverage. • Load the NOMAD FM2 file and upload into the SST tablet for mobile routing.	Survey coverage map.

EXHIBIT A
Scope of Services **– ADA** Sidewalk Assessment &
Pavement Condition Survey

Sidewalk Field Surveys:

5.	SST Mobilization, Calibration, & Set Up	• Mobilize sidewalk and ramp inspection equipment to project. • Demonstrate the equipment to the City. • Calibrate equipment. • The Field Operator will schedule an onsite meeting upon arrival.	Equipment calibration & client meeting
6.	SST Sidewalk, Pedestrian Curb Ramp, & Curb Condition Assessment (Good/Fair/Poor)	• Development of a sidewalk & pedestrian curb ramp inventory that will be developed in the field using the IMS mobile mapping application NOMAD. • A modified ATV will be deployed to drive each sidewalk maintained by the City and log a series of pre-defined attributes for each sidewalk & curb ramp. • No information is being collected on the residential or commercial driveway approaches/cuts. The path through the approach will be assessed and aggregated as a part of the sidewalk segment (if applicable). • Curb ramp attributes will be defined in the Master Asset List (MAL) and include ADA compliance type, material, condition, location, distresses, slopes (running & cross), presence of VIF, lip of gutter and presence of obstructions. • Sidewalk attributes will be defined in the Master Asset List (MAL) and include material, condition, distresses, slopes (running & cross), and presence of obstructions. • Curb condition will be on a good/fair/poor scale and it will be an attribute of the sidewalk. A separate curb inventory with curb type definitions is not being conducted.	The SST will be mobilized to drive approximately 120 linear miles of sidewalk outside of the tornado zone. Residential and commercial driveway approaches remain optional and outside of this scope.

Data Management:

7.	Personal Geodatabase Development & QA/QC	• Assemble all of the sidewalk/ramp/curb information collected in the field and consolidate into a single database with several tables. • Link all distress data and attributes to their appropriate sidewalk, ramp, and or street ID. • Perform random samples on sidewalk and ramps using the HD imagery collected in the field to validate and complete the QC program.	Consolidation of all raw data table into a single source file for internal processing.
8.	Process & Deliver SST HD Video	• Process the RAW video collected in the field and clip duplicate runs. • Process the imagery in 10 – 20 foot intervals. • Deliver SST imagery on a portable hard drive with an	Sidewalk imagery on a portable hard drive with an associated Personal Geodatabase

		associated Personal Geodatabase that contains hyperlinks to each .jpeg.	
9.	Training – 6 Hours Remote (Spreadsheet & GIS)	• Conduct remote training using WebEx. • Training will be split into two or three sessions and focused on spreadsheet functionality as well as GIS if needed.	Remote training via WebEx
10.	Sidewalk/Ramp Analysis & Prioritization Plan	• Process the summarized sidewalk distress data and calculate a Sidewalk Condition Index (SCI) for each segment of sidewalk. o Apply a high severity distress flag and a fatal distress flag. o Acquire remediation techniques and unit costs associated with those activities from City staff. • Process the ramp distress and attribute data in an effort to assign compliance type categories and calculate a ramp condition score. o Apply a fatal distress flag. • Utilizing the assembled condition and attribute data collected in the field, perform an analysis that includes the following: o Summarize sidewalk deficiency by type, material, condition category, and rehab activity. Apply rehab costs to each summary element. o Summarize ramp deficiency by compliance type (type I – VIII) and priority. Apply rehab cost to each compliance type. o Summarize sidewalk rehab costs by priority using presence of fatal, severe, moderate, and low severity distresses. Apply rehab cost to each category. o Identify the network valuation, annual life cycle costs, total network deficiency, and the years to remove said deficiencies. • Develop a multi-year rehab plan for sidewalks that is prioritized/sequenced using a high severity distress flag and a fatal distress flag. • Develop a multi-year rehab plan for ramps that is prioritized/sequenced using a fatal distress flag as well as the compliance type category applied to each ramp. • The final spreadsheet will have the ability to reprioritize a multi-year plan by selecting the	

		program life span to remove the deficiencies identified. • Integrate sidewalk and ramp obstruction removal costs identified during the field data collection effort.
11.	Project Management	• Provide client with periodic e-mail updates and reports. • Meetings to be completed by conference calls. • Complete project administration and invoicing.

ATTACHEMENT A
Scope of Services **– ADA** Sidewalk Assessment &
Pavement Condition Survey

PROJECT FEES

Project Management	$ 20,000
Sidewalk, SST Assessment & Analysis, 120 Sidewalk Miles (outside the FISH)	$ 98,000
Sidewalk, SST Assessment & Analysis, 75 Sidewalk Miles (Inside the FISH)	$ 66,000
Streets, RST Survey, 20 Miles (1 Test Day)	$ 22,000
Streets, RST Survey, 20 Miles (additional 20 miles in conjunction with base scope)	$ 12,000
ADA Transition Services (On-Call Assistance, Hourly Estimated)	$ 20,000
Total	$238,000

COUNCIL BILL NO. 2019-128 ORDINANCE NO

AN ORDINANCE authorizing the acceptance with Olsson in the not to exceed amount of Two Hundred Thirty-Eight Thousand and no/100 Dollars ($238,000.00) for ADA & Sidewalk Assessment; and containing an emergency clause.

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

Section 1. That an agreement be accepted with Olsson in the not to exceed amount of Two Hundred Thirty-Eight Thousand and no/100 Dollars ($238,000.00) for ADA & Sidewalk Assessment, for the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That the Director of Finance has hereby confirmed that sufficient funds are available and make all necessary entries on the City records.

Section 4. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance.

Section 5. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-128

I hereby certify that a sufficient amount is available in to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-129
Work Authorization with Allgeier, Martin & Associates, Inc. for the 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project.

MEETING DATE
June 3, 2019

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
Exhibit Map; CB2019-129 Ordinance; Work Authorization AMA-OC-2019-002

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Council Bill approves a Work Authorization (WA) with Allgeier, Martin & Associates, Inc. (AMA) for the 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project in the not to exceed amount of Sixty-five Thousand and 00/100 Dollars, ($65,000.00)

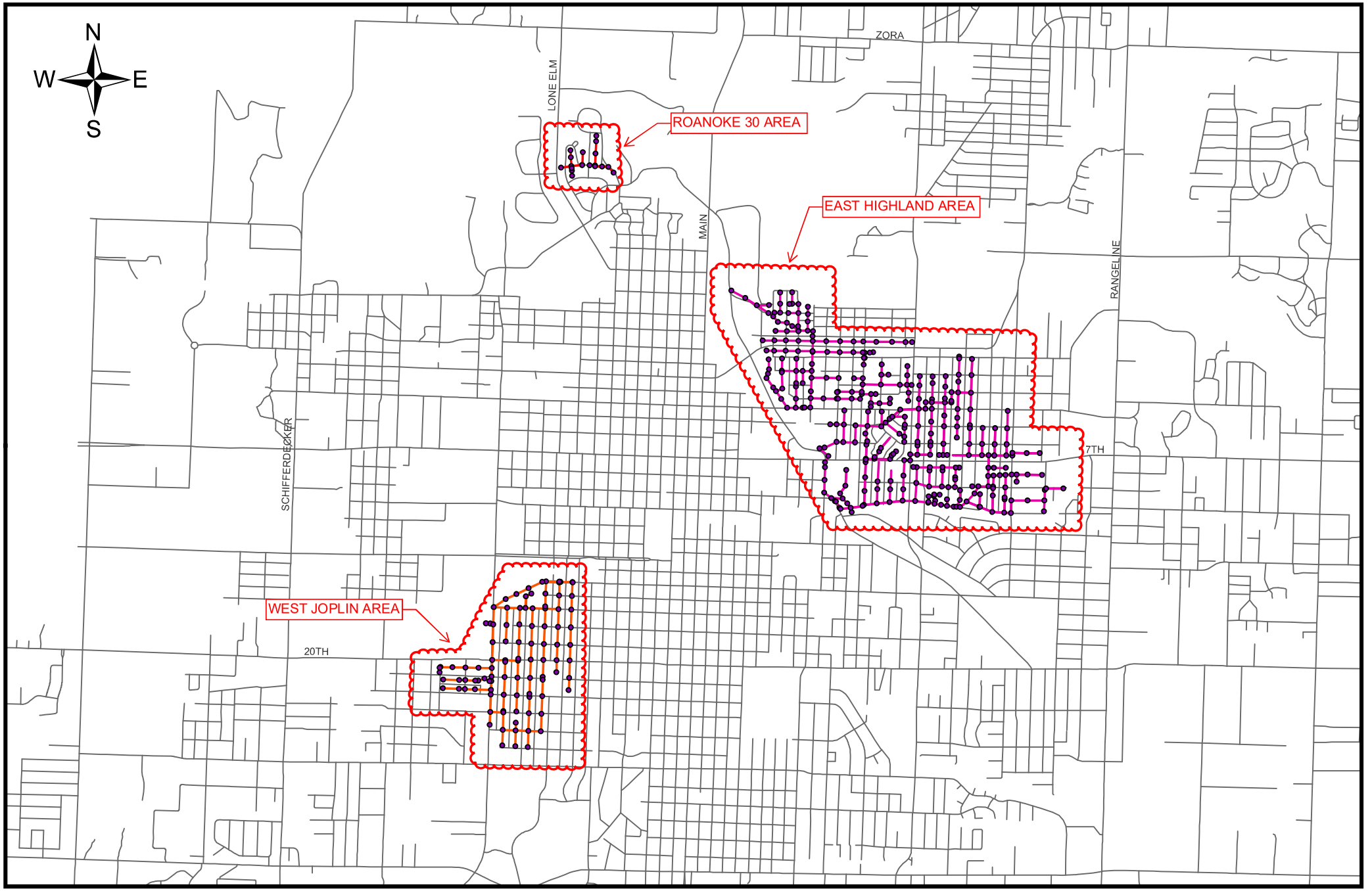
BACKGROUND
Since 2013, AMA has played a key part in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On October 1, 2018, Council approved the previous WA with AMA for $65,000 to support the planning and construction administration of Ace Pipe Cleaning's work in FY 2017-2018. Under that previous WA, AMA prepared the itemized work order for PO #2 and for PO #2019-01, which was approved by Council on May 6, 2019. They also provided construction administration services during the contractor's execution of the referenced work. Additionally, AMA, assisted city staff in developing the multi-year list of action items contained within Appendix A of the Abatement Order on Consent (AOC) between the City and the Department of Natural Resources.

AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. Their fees for this WA are within industry standards for design and construction administration. As a part of the AOC's plan to prevent bypasses, AMA will continue these same tasks for Ace's latest and future work orders, in coordination with other planned City improvements and the recommendations with the City's hydraulic model.

FUNDING SOURCE
Wastewater Treatment fund, Fiscal Year 2018-2019 Budget.

RECOMMENDATION

Staff recommends approval of this council bill for Work Authorization with Allgeier, Martin & Associates in the amount of Sixty-five Thousand and 00/100 Dollars, ($65,000.00) on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Appropriations for this contract have been approved in the 2018-2019 budget.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EAST HIGHLAND AREA
MAIN
RANGELINE
SCHIFFERDECKER
7TH
WEST JOPLIN AREA
20TH

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-019-002
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in Exhibit A.

2. Addition to Services. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in Exhibit A, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as Exhibit A.

4. Costs not to Exceed. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in Exhibit A, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-019-002 exceed the sum of Sixty-Five Thousand and no/100 Dollars ($65,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-19-002 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 2017 On-Call Services Agreement Dated March 10, 2017)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary. The annual rehabilitation contract, otherwise referred to as the sanitary sewer rehabilitation "tool box", shall be in effect for a two-year time period.

1.1.3.1.1.2 Bidding and Construction Phase Engineering for installation of said annual collection system rehabilitation contract.

1.1.3.1.1.3 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.3.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.1.4 ENGINEER shall assist the OWNER in the development of approximately 3 projects over the next year.

1.1.3.1.2 Evaluation of the pipes and manholes just upstream of the Cleveland Avenue lift station, including the lift station wet well, that are just downstream of the area rehabilitated in 2018 to the north of 17th street and Mina Avenue.

1.1.3.1.3 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.4 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.5 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation “tool box”) and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin’s wastewater collection system. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.5.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Purchase Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Purchase Order.

1.1.3.1.6 Construction phase services for work associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.7 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin’s wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.9 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.10 Provide information on an ongoing basis, as necessary, upon completion of rehabilitation projects to update information contained within the collection system hydraulic model.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER’s representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be

completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.2.9 Gather data, evaluate the operational capabilities of up to 2 lift stations within the City of Joplin collection system, and recommend improvements to said lift stations, as determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the

work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

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

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the OWNER’s agent at the site, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or

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

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

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

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

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

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation	Ongoing during current

and Replacement Projects (Identified in Section 1.1.3.1) "Tool Box" Contract Period Ending October 31, 2020.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: "RATE SCHEDULE 2019-2020"; with a total compensation ceiling of $65,000, as set forth in Work Authorization Number **AMA-OC-19-002** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.3, 1.1.3.1.4 and 1.1.3.1.6)	$21,000
Cleveland Ave Lift Station Basin evaluation (Paragraphs 1.1.3.1.2)	$12,000
Future Rehabilitation Project Planning and Development (Paragraphs 1.1.3.1.5)	$15,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraphs 1.1.3.1.7)	$5,000
Maps and Other Data for Regulatory Agency Reporting (Paragraphs 1.1.3.1.8)	$5,000
Resident Project Representation, as requested (Paragraphs 1.1.3.1.9)	$2,000
Provide Information for Hydraulic Model Upon Rehabilitation Project Completion (Paragraphs 1.1.3.1.10)	$5,000
Total Estimated Maximum Fee – All Standard and Additional Services	$65,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE
2019 and 2020

LABOR RATES

Classification	Hourly Billing Rate 01/01/2019 thru 12/31/2019	01/01/2020 thru 12/31/2020
Principal/Engineer V	$215	$224
Principal/Engineer IV	$195	$203
Principal/Engineer III	$180	$187
Project Manager/Engineer II	$160	$166
Project Manager/Engineer I	$145	$151
Technician III/GIS Specialist	$132	$137
Technician III	$112	$116
Technician II	$100	$104
Technician I	$94	$98
Two-Man GPS Survey Crew	$185	$192
One-Man GPS Survey Crew	$145	$151
Three-Man Survey Crew	$201	$209
Two-Man Survey Crew	$160	$166
Registered Land Surveyor II	$170	$177
Registered Land Surveyor I	$150	$156
Survey Crew Member	$76	$79
Right of Way Specialist	$116	$121
Project Representative III	$112	$116
Project Representative II	$100	$104
Project Representative I	$92	$96
Secretary/Assistant	$76	$79
Print Specialist	$76	$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.58 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2019-129 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates in the not to exceed amount of Sixty-Five Thousand and 00/100 Dollars ($65,000.00) for 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project and containing an emergency clause.

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

Section 1. That the Work Authorization with Allgeier Martin & Associates in the not to exceed amount of Sixty-Five Thousand and 00/100 Dollars ($65,000.00) for the 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier Martin & Associates.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Wastewater Maintenance Fund.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-129

I hereby certify that a sufficient amount is available in the Wastewater Maintenance Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-509 – Approving a budget amendment for FY 2019

MEETING DATE
June 3, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-509 Ordinance; Schedule "A" Budget Amendment Schedule

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the adopted 2018-2019 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amend the fire operations budget in the amount of $25,254.00 to repair the brakes on Ladder 1 for damage sustained during responses in the recent storms and flooding.
- Amend the infrastructure budget in the amount of $9,501,466.00 to complete the remaining CDBG-DR projects. When the budget was prepared, it was anticipated that these projects would be under contract by the end of the 2018 year. However, the contracts did not progress as anticipated.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $9,501,466.00 and expenditures by $9,526,720.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2019-509 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2018-145 on October 15, 2018, which estimated revenues and appropriated funds for the fiscal year 2018-2019, and

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

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

Section 1. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing revenues by the total amount of Nine Million Five Hundred One Thousand Four Hundred Sixty-Six Dollars and No Cents ($9,501,466.00) and by increasing appropriations by the total amount of Nine Million Five Hundred Twenty-Six Thousand Seven Hundred Twenty Dollars and No Cents ($9,526,720.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

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

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2018-2019 ADOPTED BUDGET
3-Jun-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Fire Operations	001-6002-510-4205	Vehicle Repairs			25,254
	Total General Fund			$	-	25,254
305	Infrastructure Fund					
	Federal Grant	305-0000-470-0632	CDBG-DR I	$	4,754,657	
	Federal Grant	305-0000-470-0633	CDBG-DR II		4,746,809	
	Infrastructure Projects	305-4550-530-8005	Building Acquisition			99,928
	Infrastructure Projects	305-4550-530-8637	Trails			1,133,138
	Infrastructure Projects	305-4550-530-8635	Sidewalks			3,852,485
	Infrastructure Projects	305-4550-530-8650	Streets			2,445,242
	Infrastructure Projects	305-4550-530-8660	Traffic Signals			10,000
	Infrastructure Projects	305-4550-530-8665	Stormwater			1,833,673
	Infrastructure Projects	305-4550-530-8720	Streetscape			127,000
	Total Infrastructure Fund			$	9,501,466	9,501,466
	Grand Total			$	9,501,466	9,526,720